1952-54 File No. BED

DEPARTMENT
BRANCH (K)

Subject:—

BED 1952

Ed. Sec. Slip. 24 A—1050—50,000—20-51—st.

COPY

No. D.D.1.

Office of the Executive Engineer, D
D h a r w a r, 11th February, 1948.

To

M/s. K. B. Chinchankar & Company,
Contractors, D h a r w a r.

Subject:- Agricultural College Buildings, Dharwar.
Additional two blocks of dining hall and kitchen.

Dear Sir,

Government has now accorded sanction for two more blocks of dining hall and kitchen and you are therefore requested to take up the work of these buildings also immediately. These works come under sub-work No.4 of contract.

2. The Sub-divisional Officer, Special Building Construction, has already been instructed to give you lining out of the buildings and I have noted on 6-2-1948 that you have already started excavating the foundations.

Yours faithfully,

(Sd/-) ....
Executive Engineer. Dharwar Dn.

--oOo----

W.B. P.W.D.

Submitted with refee. to the Office notes of the 23-12-51 and of the 10-10-51.

2. M/s K. B. Chinchankar & Co. Ltd, Contractors for the work of constructing bldgs for the College of Agriculture, Dharwar have represented in con: with their claim for extra payment of Rs. 39,324-6-0 for certain items of work. Their case is identical to the one of M/s S. B. Joshi & Co. who had claimed in con. with the work of Industrial School at Bijapur. Now that the final orders re: the claims of M/s S. B. Joshi & Co. have been issued, it is for consideration whether the S. E., S. C. (who is concerned in the present case also) may be asked to settle the claims of M/s Chinchankar & Co. in the light of the orders issued vide C.L. No. 7076/36-II-W, of the 28-12-51. If this is approved the papers may be shown up to the A & F. D & F. D before issue of orders

Thro' S.B. & DE(R) I

16-1-52

3

P.T.O

5) 185

3. A provision of Rs 4,00,000/- has been made for the establishment of an Agricultural College at Dharwar (on account of land, buildings, roads, water supply etc) in the current year's budget estimates under the head "81 - C.W - PWR - D.P - Agriculture Out of this amount, the S & S.C has placed Rs 1,00,000/- at the disposal of the P.W.D. to Govt. He has also surrendered to Govt an amount of Rs 1,01,000/- Thus, an amount of Rs 1,99,000/- is now remaining with the S.E. The S.E may be asked to meet the cost on account of boundary marks ingredients from this balance of Rs 1,99,000/-

W.D 19/1/52

Through D.E (R)-I

The rates claimed by the Contractor 19/1/52 will have to be reviewed by the SESC in the light of the orders in a similar case (vide G.L 7076/36-II W of 28/10/51 at P. 145 of file no 7076/36 II, S.E. SC's report may be obtained in the first instance

19/1/52

U.S. Dy C.E.

P.W.D

WB
Resubmitted with the neat draft for approval.

28.1.52

28/1/52.

U.S

$\frac{\text{BED 1852/27708}}{\text{RWD.}}$

WB.

Dte S.E.,S.C. expedited under

Issued No. BED 1852WI dtd 1-7-52

30/6/52

30/6/52

Avi(30-7-52)
7/7

~~1/5~~ BED-1852/42519

WB

P.W.D.

The S.E, S.C, requests Govt. orders for the refund of the security deposit of the Contractors Messrs. K. B. Chinchankar & Co. in con: with the work of constructing Bldgs. for the Agricultural College, Dharwar.

P. 1/c.

2. In this con: perusal is requested of Extract para. 2 from the Ex. Engr., Dharwar Div's letter No. A-31(a), of the 21-4-52, forwarded by the S.E. S.C. It will be seen that there were two contracts for the works in con: with Farm & Dairy Bldgs., Part-I and one for Part II. These works were reported to be completed on the 30-9-50. The final bills thereof were, however, prepared in Dec. 1951 and paid to the Contractors in Feby. 1952. According to the conditions in clause 1 of the contracts the security deposit of the first two contracts is refundable after three months while that of the third one after six months from the date of payment of the final bill. The due dates for these refunds, as reported by the Ex. Engr. Dharwar Div., are as under:—

	Due Date
(i) Farm & Dairy Bldgs. Part-I under 69 for 1948-49	29-5-52
(ii) — do — under 70 — do —	29-5-52

~~It 2~~ Due Date

(iii) Farm & Dairy Bldgs, Part II 29-8-52

The Ex. Engr. has suggested that the question of refunding the deposit earlier than the dates noted above, may be considered since the contractors were not wholly responsible for the delay in this case.. A

3. The S.E. has no objection to refund the full security deposits in this case, as no defects are noticed in the bldgs. after Sept. 1950.

4. The S.E's proposal to refund the full security deposits may be approved in no consultation with the F.D.

5 It is for consideration whether the Ex. Engr's suggestion at 'A' above may be accepted. The F.D. may be requested to offer remarks on this point also.

Thro: DE (R+B)-I

19-5-52

It is surprising to note that final measurents for work completed in Sept 1950 were recorded in Dec. 51 i.e. after 1 year & 3 months this is very unsatisfactory. SDO's explt reasons for not seeing that the payment was done promptly by E.C. shd be obtained. S.E. shd make it clear as to when the contractor gave full info. re: variations. If he delayed to give information, he has to wait for his refund too.

Besides, it may be made clear by S.E. on what grounds extensions were granted to the contractor after completion of works i.e. for Sept 50 & Dec 51.

Dy. C.E.

20.5.52 I agree with the above

Dy. C.E.

3 ~~1/5~~ 7 BED-1852/42519

WB P.W.D 65342

x 1-2 mile

Resubmitted with refee to the O.N. of the 19-5-52 and the remarks of the Sl. Secy. thereon, agreed to by the Dy. C.E. P.S. 1c

2. The draft put up may issue, if approved.

23-5-52

26.5.52

WS W.Br: P.W.D

The C.E., S.C., expedited under No. BED 1852-40 dtd 21-8-52.

Send 24/8/52

Dispatch 19/8/52

B.M. 19/8/52

Amb (21-8 2018

BED 1852/77862

P.W.D

WB.

pp 47-53 c
Submitted

2 file No. BED 1652/81131, dealing with the case reg. Industrial school at Bijapur, in under submission to Govt. BBr. ADE(RI)-I since 5-9-52. File No. 70,76/36-II is also put up with that file. The S.E., S.C. from whom a final report reg. the Industrial school at Bijapur is awaited, has been expd. last —

9

last on 29-8-52. The Consideration of this case will be on the lines of the case reg. Industrial school at Bijapur, & as such files No BED 1652 & NO 7076/36 II are reqd for. refce. Necy. action on these pts. will be taken when those files become available.

Dy BR & DFTRI-I

X For info.

6/9/52

this case may be put up duly two months with or it is reqd my mind.

9.9.52

9/9

W.B. RWD.

Submitted with refce. to G.L. No. BED 1852W, dt the 30-1-52. pp 47-53C pp 34C

2. These bks. relate to the claim* for Rs. 36,572-4-0, brought forward by M/s K.B. Chinchankar & Co. Ltd., for the extra quantities of work done by them in con. with the constn of bldgs for the College of Agrc., Dharwar. (Originally, the contractors' claim was for Rs. 39,324-6-0 vide their letter dt the 29-1-51). It has been decided to settle the contractors' claim on the analogy of a similar claim in con. with the constn. of bldgs for the Industrial School at Bijapur. The latter claim brought forward by M/s S.B. Joshi & Sons has been decided in the contractors' favour, vide G.L. No. 7076/36-II-W, dt the 26-12-51. The point at dispute in this case is the way the claims have been worked out by the contractors, M/s K.B. Chinchan

* Slip Z (9 sheets) put up

X Slip A Fin No 83/136 Bldg pp 2-3 + b.

$ Slip C Fin No 7076/36 II pp 145 3C to + b Corr. No 7076/36 II Slip $ + b

& Co. The main work consisted of 7 sub-works. The contractors have calculated the extra quantities of work separately for each sub-work. Secondly, the extra rates claimed by them are identical with those quoted by them for the work of Admin Block of the same College. Those rates were 27 % over 1938-39 rates + 100 %. The contractors argue that those rates may be treated as the market rates prevailing then, for purposes of settling his present claims. The contractors have justified the way of arriving at claims, in their note at P. 15-16 of the S.S.R.

3. The S.E., S.C. has submitted a detailed report at P. 47-53C in the matter. He is of the opinion that the sub-works should be grouped together for working out the total extra quantities of work done by the contractors. The S.E. has also proposed that the rates included in the schedule for the year in which the extra quantities were —

were executed shd be treated as the market rates prevailing then, for working out the total amount due to the Contractors towards their claim. It will be seen from the Contractors' note pp15-16C & the 5-5-52, that they are agreeable to the grouping of these subworks which had similar designs, drawings etc. The Contractors have also taken into account the constn. of two addnl. Blocks of Dining Hall & Kitchen as forming part of Sub-work No. 4. These Blocks were ordered to be carried out later on. The S.E. has asked for orders whether the quantities as for the addnl. two Dining Halls & Kitchens in question shd be considered as having been carried out in excess of the quantities in the tender & assessed accordingly. The claims of the Contractors, putting all the seven sub-works together, at the rates included in the schedule for the Dn. for the year, amount to Rs 1,340-15-0.

4. Orders are solicited

on

on the points raised in para. 10 of the S.E., S.C.'s letter under consideration. The F.D. may see the pts. wise for concurrence

Then B/F. (R) I

HD 12/9/52 BB

4/- There is a prov. of Rs 50,000/- under "Sl. C.W. Agric" during the current year for the work in con. with the Agrl. College at Dharwar.

W 12.9.52

5/- (i) As regards para 5(a) of the SE's letter, in view para. 6(a) of the SE's letter, the quantities of items of similar nature may be grouped together and the excess quantities worked out accordingly. p. 48 c/s b. 48 c/s W.S.

(ii) Para 5(b) of the S.E's letter:— Since the Contractor ~~agreed to~~ carried out the work of the two additional dining halls and kitchens and did not specify the rates they would charge before the commencement of the work, it appears that ~~that~~ they were agreeable to the rates in the contract for the similar work. ~~The SE~~ It would have been better if the EE had got this ~~in~~ cleared in writing. The two dining halls and kitchens may be considered as separate subworks covered by the same contract conditions. p. 48 c/s W.S.

(iii) Para 5(c) of the S.E's letter:— As regards rate to be paid for the quantities in excess of 20% of the tendered quantities, they are to be assessed on the basis of the market rates or at rates mutually agreed upon vide Rly. Bd's opinion. The EE is of the opinion

X file 7036/56-I p. 209.

that the schedule rates of his division for the period in question is the proper guide for deciding the claims. The Contractors however do not accept the schedule of rates. From the schedule of rates mentioned against some of the items, it is seen that they are lower than the tendered rates. Hence for the reasons stated in para 3 of his letter, the S.E. considers that the schedule rates should be held to be the market rate then prevalent and the claim should be settled on that basis. Perhaps S.E's opinion may be accepted.

15/7/52

Are there any similar cases dealt with before? If so, pl put up for perusal.

18-9-52

WS

WBr

CE(R&B)

PWD

W.B.

18/9

Resubmitted

xre: B.J Medical School, Poona.

2. File No. 7056/36 III as slip F put up as directed.

22/9/52

V.J.

CE(R&B)

The contractor for the work of constructing buildings for the College of Agriculture, Dharwar, has claimed market rates for extra quantities over 20% of the tendered quantities. Similar cases have been considered before., viz., Industrial School at Bijapur and B.J.Medical School, Poona ' ...

Poona (Hostel Buildings). So far as payment at market rates for extra quantities is concerned, there appears to be no objection. The question posed now is (i) whether the quantity should be taken for all the items of sub-works grouped together and extra paid or (ii) whether certain sub-works should be grouped together where works are of a similar nature, both in quality and in type viz. with single storey or double storey or first class or second class, etc., or (iii) whether each sub-work should be treated separately.

2. Normally, it would appear correct to group together all the quantities as the tendered contract is one and the formation of sub-works are only for the convenience of the executive staff, but in this case, the various sub-works are of different types, both in quality and in type of structures. Besides, rates for similar items for different sub-works do not appear to be the same, e.g., for 1:4:8 cement concrete for foundation, tendered rate is Rs.83/- for Biology Block whereas it is Rs.80/- for Hostel for Students, Dining Hall, Kitchen, etc. Hence, it may not be proper to group together all such items. It appears better to consider grouping of the items according to the type of structures and according to the tendered rates. This is for orders.

3. The second question is what rates should be adopted as market rates. The rates to be worked out could be (1) tendered rates, (2) Scheduled rates, and (3) prevailing market rates.

Regarding (1), this question does not arise because the contractors are to be paid for extra quantities at market rates as already pointed out and agreed to (see p.121 of file No.7056/36-W-III) in the case of

Hostel ...

Hostel Buildings for B.J.Medical College at Poona.

Regarding the scheduled rates, we cannot strictly call them market rates as it is clear that the tenders are received in these cases far above the schedule of rates. Besides, the market rates would be applicable to the places of execution, and the general rates for the Division -- as schedule of rates is -- may not be termed strictly as market rates. If this view is correct, the market rates would be the rates at which open tenders or competitive tenders have been received during the period. It appears that administrative block work was let out to the same contractor at that time. Normally, this can provide the background for market rates, provided shows a competitive rates but the objection is that this building has got architectural features, is a three-storied building and requires highly skilled labour. I presume, architectural features were separately itemized in the tender, as it has been usually and regarding the other two points, probably the S.E. could contact the contractor and arrive at suitable rates after making allowance for these factors. I would, therefore, propose as under:-

B. The quantities should be grouped together according to the rates of the items, being the same in the tender, and according to the types of buildings (single-storied, double-storied), class of work, i.e., servants' quarters should be considered separately as compared to the main building.

The

The rates should be the market rates, i.e., competitive tendered rates received at the time this work was in execution. In case the administrative block is the only work of this competitive type, the S.E. could arrive at the rates to be paid after making allowance for the difference in actual requirements, i.e., architecture, more storied, etc. In this case the orders issued in G.L. No.7056/36-III-W of 18-3-50 in file No.7056 and the orders issued in G.L. No. 7076/36-II-W of 28-12-51 are put up for perusal.

BVK.
23.9.52.

23.9.52

CE (R&B)
24.

C/S will please discuss

25-9-52

26 9 52

could not be discussed on 25th
27/9/52

19x BED 1852

Ag. College Dharwar

Claim for extra payment for extra quantity executed by Contractor - is pending.

Sent to Record July 52

Ag 26/10/52

27/10

BED 1852

W.B. P.W.D.

[Pl see C.E.(R&B)'s note overpage].
File No. BED 1852/77802 dealing with the case ref. claims for the work of Agrl. College at Dharwar has been submitted to the U.S. on 20/10/52. So far as office remembers the CE(R&B) desires to discuss the case with the U.S.

28/10/52

Asst (811-5)
29/10

gpl 28/10/52

U.S

Discussed in general on 28/10/52. As there is not sufficient data to determine market rates, the C.E (R&B) will like to discuss this case with S.E. Sec when he is on tour on that side. The pro may be put up to C.E (R&B) when on tour in Southern circle. gpl 29/10

W-Branch

W.B. RWD

854C
Submitted

2. The question re. the claims brought forward by M/s K.B. Chinchankar & Co., Ltd., in con. with the work done by him, is to be discussed by the C.E.(R&B) with the S.E., S.C. when the C.E. is on tour of the S.C. The Contractors' 854C letter under consideration has already been acknowledged. It is not perhaps necy. to give an interim reply to the party in view of the usual ack. card already sent.

3. These pts will be ~~Submitted~~ put up to the C.E.(R&B) when he proceeds on tour of the S.C.

15/11/52

17/11

17/11

BED 1852/108947 ... 22

W.B.

P.W.D

Submitted P61C with refce to the G.L. P11C dtd 27-5-52.

2. The S.E., S.C.'s report P.61C & the S.D.O.'s expln. P57C submitted therewith are for infn. The C.E (R&B) is proceeding on a tour tomorrow & will be halting at Dharwar on the 27-11-52 and at Belgaum on the 26-11-52. The CE(R&B) is to discuss the case re: the claims brought forward by M/s K.B. Chinchankar & Co., Cntr., with the S.E., S.C. vide U.S.'s note P61C dtd. 28-10-52. These pps may therefore be put up to the CE(R&B) as they may be reqd. during the proposed discussion.

3. Necy. action on the S.E., S.C.'s letter P61C dtd 13-11-52, will be taken when these pps are rcd. back.

HO 23/11/52

Was discussed with SE. W/11 Contractor was to make a further representation

A further representation from the Contractor has been received (a Confd dupshade, in Gujrati) To Shri Sarwar Steno to CE (R&B) 22/11/52

The case shd be expedited, accdg. to Rules, failing all, put from SE., if necessy. 23.11.52

WB PWD

* Informal enquiry made with PA to CE (R&B) Hubli said that no such communication has been received by the CE (PWD) direct.

* Regy. will please state whether any Communication re: Agrl. College at Dharwar, has been recd. from M/s K.B. Chinchankar & Co., Ltd., during the month of Decr. 1952, vide C.E. (R&B)'s note of the 1-1-53 on hrchage.

HO
24/1/53.

Regy

To Regy. No such reference has been received from M/s K.B. Chinchankar & Co. Ltd. in the month of Decem 1952, as verified from the diary of receipts.

24/1/53 24/1/53. 29/1/53 29/1

To W. Bs. 24/1/53

BED 1852/108947

W.B.

Resubmitted with reference to the note PWD pp 11-18 ante 9 dt 25-9-52.

2. It is for consideration which of the claims brought forward by the Contractors (M/s K.B. Chinchankar & Co.) may be accepted.

The DE(PH)

HD 7/21/53 pp 15-20 ante 9

3. The course suggested by the then Under Secretary Shri Borkar may be followed and the S.E. may be requested to work out the cost to be paid to the Contractors ~~CE(R&B)~~ for

for the extra work done along with his remarks.

9.2.53

US
DB may be done as per para 3
Sd/12/53

CE (R&B)

Sd/ 27.2.53

Thro' DJK
2/3/53

W.B.

PWD

Resubmitted with a draft for PP63 65C
approval.

2. As regards the point raised by the S.E., S.C. in para 5(b) of his letter no. G-34/DD, dt. the 18-8-52, it is presumed that the remarks made in para 5(ii) of the O.N. P1115 dt. the 15-9-52, are approved. P.48C f.14

In view of the above remarks of S.E.'s this is not required to be communicated. Sd/

Thro. DETR.I

14/3/53

12/3

US.

CE (R&B).

marginal
Sd/ 14/3

Sd/ 15-3-53

1st / 13
1:

BED1852/108947 26

W.B. P.W.D

Resubmitted with refce. to the U.S's marginal note overpage.

2. The draft on pp. 631C/S may issue, after sub-para. (iii) of para. 2 therein, is deleted.

17/3/93

18/3

U.S.

BED 1852/22410

W.B. P.W.D.

Submitted. P1

2 M/S K.B. Chinchankars & Co., Ltd.'s claims in con. with the Agrl. College at Dharwar, are being considered in file no. BED 1852/108947 which is under submission to U.S. & CE. (R&B) & DE(PH) since the 7-2-53. The Contractors' letter under consideration has already been acknd. A2

*PPS sent to CE(R&B) on 28/4/53.

3. Await.

HD 28/4/53.

A-5 (III).

27/3/53

Awd UC 19-3-53, 31-3-53,

Kept with the file

HD 2 Await (vide PB 7 C/S) 7/13/17

1/4/53

Shri 28/4/53

BED 1852/22410

W Br.

P.W.D.

The S.E., S.C. is expedited under Memo No. BED 1852/22410-W, dt. 21st May 1953.

ISS
Date

29

BED 1852/22410

P.W.D.

W Br.

Submitted with reference to G.L. dated 20.Mar.1953, at P. 67/cs.

2. Since the S.E. has not yet offered his remarks on the points referred to him in the above Gl., in spite of a reminder on 22.5.53, he may now be ~~addressed~~ expedited by an express letter P.71/cs.

3. The draft put up may be issued.

S.P. 18/6/53

18/6/53

AS. (11)

Submitted with reference to G.L. dt. 20th March 1953 at p. 67/cs.

2. The office note dated 25-9-52 at pps. 11-20 explains the case M/s. K.B.Chinchankar & Co., Ltd submitted a claim for Rs. 36,572-4-0 for the extra quantities of work done by them in connection with construction of buildings for the college of Agricultu Dharwar. The S.E., S.C. was asked to work out the amount of claims of the contractors on the lines detai in G.L. dated 20th March 1953 at page 67/cs.

3. The S.E., S.C. has now furnished a detailed report in the above matter the various sub-works have been grouped in three Groups according to the type of buildings. Within these groups, the quantities have been grouped together according to the tendered rates of the items being the same.

4. In para. 3 of his letter, the S.E. has detailed as to how the rates have been calculated. Since the Administrative Block of this College was not the only work carried out at that time (as the work for the Botany Bldgs. of the Karnatak College was also carried out at the same time), the rates proposed to be paid to the contractors have been decided with reference to the average of the rates offered for the two works mentioned above. Where, however, there are no rates for any item in the two tenders, the rates in the schedule of the rates have been adopted as the current market rates.

5. The basis of estimation of the claim adopted by the S.E. is generally in accord with the lines detailed in the G.L. at page 67/cs. According to the estimate, the amount of the claims comes to Rs. 20,311/- against the claims of the contractors at Rs. 36,572-4-0 (corrected by the S.E. from the original claim of Rs. 39,324-6-0).

6.....

I. According to specification and as decided by R.L.A. the contractor can claim higher rates than tender ones. However according to clause 14 of printed specifications the contractor has to carry out the work at the same tendered rates when there is alteration or addition to the original specifications, design or drawings. Pl. see side lined portion A at p. 57 c.s. Numerous changes were introduced in the original project during construction. Hence if the clause 14 is allowed to operate and also if the excess in quantities is only due to changes introduced at the time of execution, perhaps the contractors have no claim. If appd. the S.E. may be asked to verify this and report to what extent the excess is due to changes in the original design.

II. Grouping Pl. see statements at p. 75-78. It will be seen that quantities of the same items in some groups or sub-works are more and in other group or groups ~~for sub work in case of difficulty it is~~ there are less than the estimated + 20%. ~~If the separate groups are to be considered then the contractor will have claim for the excess. If~~ Hence if all the groups are considered as one work the net excess will be much less for example for item (i)

Excess quantity for group I	45,166 cft.
" " " " II	26,940 cft.
Total . . .	72,106 cft.

In group (3) quantity for same item done is less than the estimated + 20% by . . . . - 23,017

Thus if all the 3 groups are combined together the contractor has a claim only for 49,089 cft.

In some cases rates of the items of each subwork in the same group are different and in such cases the S.E. has treated the excess of each subwork individually thus not combining the excess in each group. This results in ~~pay~~ payment contractor's claim for which there may be little or no claim at .....

34

at all, had the quantities of the same item of sub-works combined under each group.

In this connection pl. see para. 6 at p. 48 c.s. (of the S.E.'s letter). Also pl. see para. 2 at p. 16 ante. It may be noted that rate already paid (column 5) is perhaps the tendered rate and it appears that it is same for many of the items of various groups. In case where the rates differ the difference is not much. Hence perhaps the S.E's view may be accepted and the net excess in quantities if appd. may be worked out ~~on the basis~~ by combining quantities of all groups. In cases where the rate of various subworks are different ~~rate already paid may be consider as~~ av: rate of rates of various subworks already paid may be worked out - extra to be paid shd. be considered above it.

x at para 6 Pl see B'n p. 17 and P. 48 c.s. D.S.'s noting on p. 25 and agreed to by CE. Accordingly SE was asked vide S.L. at p. 67 c/s. The mode of working out excess quantities may not now be changed. JPJ

III Rates.

Pl. see para.(3) of S.E's letter at p. 79 c.s. two buildings were under construction at the time of construction of above works viz. Administration block (2) Botany building.

The S.E. has proposed to pay the contractor on the basis of av: of the rates for above two buildings. The av: rate at which the contractors are proposed to be paid work out much higher than the rate of Botany building. Probably admn. block is a entirely different structure with architectural features etc. as its rates are much on the higher side. Perhaps if the excess is to be paid the contractor should be paid at the rates at which botany Bldg. was constructed at that time.

Pl see A' on p. 20 and agreed to by CE. Accordingly SE was asked to prepare rates vide S.L. @ p. 67 c/s. The rates prepared by SE may be accepted JPJ

The above points are for consideration and if agreed to or otherwise the actual claim of the contractor would be worked out on these basis

The .....

The office may verify whether the action on para (5) of p.143 of the file 7076/36-IIX has been taken.

17/8

KKW/12-8-53.

U.S.

Margins. The claims of the Contractor may now be settled for the amount of Rs. 20311/- as worked out by S.E.

20/8

C.E (R&B)

I agree
20/8/53

Sec'y.

A copy of the Contract should be kept. R&A may then be consulted as to the correctness of the "grouping" proposed in fixing excess quantities. and also as to the rates applied to excess quantities, namely Bombay building rate to rather than the average rate

31/8

BED 1852/72847
93076

PWD
VI

In view of Secy's note overleaf
P.83 C/S
the necy. draft is put up for approval

BVB
4/9/53

Secy

C.W.Br. P.W.D.

P.

Submitted with reference to the C.L. on p. 83 of c/s.

2. The S.E., S.C., has now forwarded a copy of the contract documents for the work of College of Agriculture at Dharwar. 24125 A-10-10-53 These ppr. may now be rqd. u.o. to the R.L.A., as directed by the Secy. on p. 3 ante. He may be requested to treat the case as "Very Urgent".

Thro' D.E. (R)I.

5-10-53.

9 - OCT 1953

6/10

U.S

9/10

For R.L.A. 9 Oct. '53. (with files BED 1851 Parts I & II, 1852 I & II & 8315/36 & 1 tender document)

38 39

Letter.

IMMEDIATE.
No. BED 1852/111523 W.

Public Works Department,
Bombay Castle (Bombay No.1)
10th December 1953.

L.D. 11 DEC 1953

To

The Assistant Secretary to the Government of Bombay,
Legal Department.

Subject:-Agricultural College, Dharwar -
claims in connection with -.

Public Works Department File bearing No. BED 1852/ 111523 on the above-mentioned subject, which was referred unofficially to the Remembrancer of Legal Affairs since 9th October 1953, has not been received back in spite of unofficial reminder dated 30th November 1953. I am, therefore, directed to request you kindly to arrange to return the same immediately, as the contractor is pressing Government for the settlement of his claims.

By order and in the name of the Governor of Bombay,

Assistant Secretary to the Government of Bombay,
Public Works Department.

THE SECRETARY TO GOVE... LEGAL DEPARTM...
File No. 30274
Sub No. A-12 12 53
...nch
VSP
10/12/53
RFK
10/12/53

D.A.- Nil.

Office of the R.L.A.

It appears that Messrs. K.B.Chinchankar & Co. were given a contract for the construction of the various buildings of the Agricultural College, Dharwar. The work consisted of seven sub-works. They have executed these works and according to the contract their bills have been settled. They have now claimed for the extra quantities of work done in respect of these seven sub-works and have calculated these extra quantities separately for each sub-work on the basis of excess over 20 per cent. as provided in clause 5 of the General Specification. The Superintending Engineer proposes that these extra quantities of work should be calculated on grouping these sub-works into three groups for working out the total extra quantities of work done by the contractors. The contractors have claimed the rate for these excess quantities of work on the basis of the tendered rates for the administrative block, while the Superintending Engineer recommends that they should be paid at the tendered rates for the construction of the botany building of the Karnatak College which work was also executed at the same time. From the report of the Superintending Engineer dated the 18th August 1952 it appears that the rates in the tender for the administrative block of the Agricultural College were only 27 per cent. over 1938-39 rates, plus 100 per cent., and the lowest tender received in response to a public invitation for the botany building of the Karnatak College, Dharwar, was 21.43% above the estimate (1938-39 plus 100% increase) but the rates of the former were 36.33% abovethe estimate. In view of these facts, the question raised for the Remembrancer of Legal Affairs's consideration is whether the grouping proposal made by the Superintending Engineer is correct and whether the rates applied to excess

quantities, namely, the botany building rates rather than the average rate of the two works would be reasonable.

Although the contract was for the construction of all the seven sub-works of the Dharwar Agricultural College, these seven sub-works are separately mentioned in Schedule B. The quantities required for execution of each work, the tendered rates and the actual amount according to the estimated quantities are also separately mentioned. It appears from Schedule B that the rates in respect of each sub-work also differ. Clause 5 of the General Specification provides :

> "Quantities given in the tender are approximate and may vary within twenty per cent. Excavation for foundation will be according to actual strata to be met with. The contractor shall have no claim for compensation on account of any variation in the quantities."

Clause 37 of the contract provides :

> "Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being either more or less than those entered in the tender or estimate."

Similar provisions were considered by the Remembrancer of Legal Affairs in his opinion No. 8770 dated the 4th August 1949, where he opined :

> "This clause (meaning Clause 5 of the General Specification) will have to be read with condition 37 of the Conditions of the Contract and reconciled. It would, therefore, be clear that the contractor would certainly be entitled to compensation if the quantities used for the excavation of the work are in excess of 20 per cent. of the quantities specified in the Schedule. This compensation will have evidently to be assessed on the basis of the marke

rates or at the rates mutually agreed upon."
If the contract is considered for executing the whole work as one unit, then no grouping as proposed by the Superintending Engineer would be legally feasible and the excess quantities will have to be calculated on the basis of all the seven sub-works as one unit. If the seven sub-works are to be considered as separate works to be executed as per terms of the contract, the excess quantities will have to be calculated on the basis of each sub-work as a separate unit. Consequently, the grouping proposed by the Superintending Engineer would be inconsistent and would not be proper. In view of the fact that each sub-work is separately mentioned in Schedule B and the estimated quantities of work are also separately mentioned and the rates in respect of each sub-work also differ in some respects, it would be reasonable and proper to hold that each sub-work is to be considered as a separate unit for the purpose of assessing the excess quantities for the purposes of clause 5 of the General Specification read with clause 37 of the contract.

The next question for consideration is what should be the rate for the excess quantities of work. In the aforesaid opinion of the Remembrancer of Legal Affairs it has been stated that the compensation for excess quantities of work will have to be assessed on the basis of the market rates or at the rates mutually agreed upon. The contractor does not agree to the rates proposed by the Superintending Engineer. The only alternative would, therefore, be to consider the market rates. The contractor has been claiming the rates at which he executed the administrative building of the Agricultural College, while the Superintending Engineer proposes the average between the rates of the two works, namely, the administrative building of the

Agricultural College and the botany building of the Karnatak College, but the Public Works Department proposes that the rates of the botany building of the Karnatak College would be reasonable for the purpose. Which of these rates would be approximately equal to the market rates is a question of fact which the administrative department may decide for itself.

16/12/'53

Remembrancer of Legal Affairs.

U.R. to P.W.D., No. 25478/A, dated the 17th December 1953.

cks/15.12.

2-1

W/18/12

P. W. D.
BE D 1852
147569

W

18.12.53

* This will be done separately.

BED1852/147569

48

WTB.

P.W.D.

PP. 41-47

Submitted with refce. to this Deptt. U.O.No. P. 37 dt. 9-10-53.

2. The R.L.A. has not agreed to the grouping of the sub-works in con. with the Agl. College at Dharwar, proposed by this Deptt. for payment of the claims put forth by the Contractor. The R.L.A. has opined (41-47) that each of the subwork should be treated as a separate unit. If approved, a copy of the R.L.A's. note on PP. 41-47 ante, may be forwarded to the S.E., S.C., with a request to calculate the amount payable to the Contractor, in view of the opinion expressed by the R.L.A. The draft P. 87 of C/S. put up may issue, if approved.

26.12.53.

Thro: D.E.(R)I.

29/12 For orders.

E/I

L.S.

CE(R&B):

16/1/54

(Ref. P. 35) 20/1

BED 1853/136435

WBs.

P.W.D.

P1
Submitted

2. The main ppr. on the subject are under u.o.r. to the R.L.A. since 8-10-53, I have not yet been seed. back in this Deptt. Neg. draft P.97, as directed P.1 by the A.S(IV), is put up for approval.

25.11.53.

Issue and then make a personal U.O. enquiry on next Saturday and let me know the result.

A.S(IV).

26-11-53

WB

Resubmitted.

2. It has been ascertained that the case has been submitted today by the Asstt. concerned in the L.D. ~~Record~~ Return of the P.W.D pptn may be awaited for a day or two.

Pl. make further enquiry and resubmit on 4-12-53.

30.11.53.

1-12-53.

P.W.D

Immediate. ≠ 51 BED 1852/111523.

P. W. D.
'W'

This Deptt. File bearing No.BED 1852/111523, regarding claims of K.B.Chinchankar, Contractor, in connection with the Agriculture College, Dharwar, has been referred u.o. to the R.L.A. on 9-10-53. As the said contractor is pressing Govt. for the Settlement of his claims, the R.L.A. may be requested u.o. kindly to return the file immediately.

Id.
26/11/53.

Id.P.R.V.
26/11/53.

U.O.R. to R.L.A. datedx the 30th Novr.1953.

ISSUED
30/11/53 PAR

AG/27.11.
PRV
27/11/53.

W Mr.

~~53~~ PWD

BED 1852/111523

Note to R.L.A (after keeping a copy).
dt: 30-11-53.

Ans dtd 27/12/53.

ISSUED.
30/11/53

Agrl. College, Dharwar -
Claims of C.B. Chinchanikar
- Contractor.

+55 BED·1852/111523

W/Rv P·W·D.

Resubmitted as per A·S·(IV)'s instructions at p. 4 ante.

2. On personal enquiries made with the R·L·A's Office it is ascertained that the case is still under submission in the L·D. The L·D. may be expedited by a draft Letter put up for approval. P.93 graciously as per issue and bring in pl

8-12-53

9-12-53.

A·S·(IV) 8.12.53

BED·1858/1514
P·W·D·

W/Br

Submitted w.r. to Q.L. at the 20-1-54. p.87 c/s

2. In his letter at the 31-1-54, p.95 c/s the S.E., S.C. has requested that he may be informed as to what rates should be taken as market rates for calculating the claims of the contractors. In this connection the S.E. has referred to para 3 of his letter at the 20-6-53 p.79 c/s wherein he has shown as to what rates are proposed to be paid to the contractors as market rates and has also requested for return of the copy X of the contract documents submitted by him under his letter at the 21-9-53, p.85 c/s for reference & resubmission.

X kept below

For orders please

Dte Pl qca 2/3

BBR
29-2-54

Thro' D.E.(R) II

1/3

Pl. See para (3) of S.E.'s letter at p.79 c/s. The S.E. had proposed to pay the contractors at the av: rates of the Admin. block and Botany Block constructed at the time when Agricultural College at Dharwar was under construction where there are no rates for any item in the tenders for above works, Schedule of rate has been taken as 'market rate'.

C.E.(R&B)

In this connection pl. See the

marginal note at p. 34 of the then U.S. and agreed to by the C.E. In view of this the S.E's suggestion above may be agreed to

9/3

Attention is invited to the side lined portion 'P' of S.E.I.S-C's report on p. 95 c/s. He has stated therein that he has chosen in this report (on p. 79 c/s) as to what rates he has proposed to be paid to the contractors as market rates; the para 3(j) U.S. there are briefly summarised the steps taken at 'B' on p. 57 ante in the R(I) as under. The S.E. C.E (R&B)

that para may be approved

The S.E. may now be requested now to work out the amount due to the contractors as already said in Govt. in S-L at p 87 c/s after taking into consideration the R.L.A's view regarding the grouping

23/3

('W' Br. before submitting this paper to CE, this file should be well arranged, loose papers properly filed and this submitted. This should be done today)

27/3

CE's advice may be accepted. Market rate is a question of fact. CE should decide that. I have no further remarks.

26/3

CE (R&B)
24/3

27/3

59

BED·1859/15146

P.W.D.

W/Br

p.105 c/s

Resubmitted with the necy draft thro. BB. & E(R) I for approval.

N

1/4/54

PBR 30-3-54

SMS 1-4-54

ERR 2/4

Lne 4/4

U.S.

W/Br

The S.E; S.C., expedited on 24th May'54

PBR 22-5-54

Rej 24.5.54

Sy.14

ISSUED 24/5/54

BED1852/71619

WBs.

P.W.D.

p.107 of c/s.

p.105 c/s

Submitted with refce. to the G.M. dt. 7-4-54.

2. These ppr. deal with the claim for Rs. 36,572-4-0 put forth by M/s. K.B. Chinchankar & Co. Ltd., for the extra work done by them in con. with the work of constg. bldgs. for the college of Agriculture at Dharwar. The point at dispute in this case was the way in which the claims should be worked out. Please see in this con. the proceedings on pp. 11-20 ante, which explain the position. The matter was referred to the R.L.A., who advised pp. 41-47 that each of the sub-works should be treated as a separate unit & that the prevailing market rates should be taken into account, while working out the amount due to the contractor.

The S.E., S.C., has now worked p.107 of c/s out the amt. due to the contractor, after in accordance with the R.L.A's. advice. He has submitted seven statements showing the details of the amount payable to the contractor. The total

+ kept below Slip A

amount of the claim now comes to Rs. 25,217-12-0. It is for orders whether the contractors' claim may now be accepted at the above amount, after U.O.R. to the F.D.

26-6-54

8P 28/6/54

Thro' B.B.A. & D.E. (R)I

3. A provision of Rs. 1,02,700 exists during current yr. under '81 C.W. — Agriculture' for estabt. of Agriculture College at Dharwar on acc of land, bldgs & roads.

A

11

SP/54

U-S.

Pl. see side lines portion ✱ on p. 57 ante and Secy.'s orders thereon. The S.E. has now worked out the claims for extra quantities above those shown in the tender + 20% for various sub works separately as advised by R.L.A. at p. 45 ante on the basis of market rates. (The market rates are taken on the basis on ✱ portion marked ✱ on p. 57 ante). The claim may perhaps be accepted now after U.O.R. to F.D.

C.E.(RWB) + Jt. Secy

Secy

Please refer para 5 of the U.O.N. on p. 31 ante.

7/7

The estd amt. of extra items as claimed by the Contractors was Rs 36572-4-0 and their recommended by the S.C. was Rs 20311-0-0 As per R.L.A.'s opinion, the SE has now

Nos. worked out the claims for extra quantities for various sub works on the basis of the tender rates. The amount now worked out comes to Rs 25 217-12-0 (p. 107 c/s) as per abstract at Ship 'A' below. The Contractors claims may now be accepted at the above amount after (c.o. W.F.D).

2M
8/7

C.E.(R&B) & M. Secy

8/7/54

U/D. 6-7-54

WOR to F.D. dt. 10th July '54
(with tender pp.)

FINANCE DEPARTMENT
File No. III 12-7-54
Date
Serial No. 150852

P. W. D.
File No. BE) 1852
Serial No. 104440

III 4-7-54

IV

V

Please see R & A's opinion at p. 41-47 ante.

2. The PWD proposal to pay an amount of Rs 25 217-12-0 to the Contractors may be agreed to. It may be made clear in the works that no exp. may be met with provision other than "A" at page 12 ante.

30.7.54

WOR to PWD dt 2.8.54 (with tender pps)

BED1852/104440

WBx:- P.W.D.

Submitted p.63 with refce. to Illis Deptl. u.o.n. pp 61-63 dt. 10.7-54.

2. The F.D. having agreed to the proposal contained in this Deptl. note on pp. 61-63 ante, necy. orders re. settlement of the claims of Shri Chinchankar ~~xx~~ in con. with the work of Agl. College, Dharwar, may now issue. The draft put up may issue, if apprd. p 104 "J" C/S

Illis: B Bx. L.D.E.(RJI. 12/8/54 16/8/54

12-8-54.

'B' Bx.

What about side lines 'Q' in F.D's note on p. 63 ante. Where is 'A' on p. 12 ante mentd by FD?

17/8

~~A~~ The page is 62 & not 12 as stated by the F.D.

The draft may issue

17/8

h.s.

WBs. P.W.D.

1·113 P[illegible]

Submitted with refce. to the G.L. dt. 18·8·54.

2. In the G.L. refd. to above, the claim of Shri K.B. Chinchankar, the contractor, was accepted at ~~Rs. 25,217~~ Rs. 25,217-12-0, as against Rs. 39,324/1/- claimed by him, for the extra work done by him in con. with the college of Agr. Dharwar. Shri Chinchankar now desires to know how the figure of Rs. 25,217-12-0 has been arrived at Pl. see in this con. the O.N. on P·61-62 ante which gives the facts of the case in brief. The above figure was ~~worked~~ worked out by the S.E S.C., in the light of the remarks offered by the R.L.A. in his note on pp. 41-47 ante, i.e. by dealing each sub-work as a separate unit & working out the amt. on the basis of the prevailing market rates. P/ appr. & Shri Chinchankar may be infor[illegible].

that the ~~out of~~ figure of Rs. 25,217-12-0 has been arrived at on the basis of the market rates prevailing at the time when the work was executed.

21-9-54.

Thro' D.E. (R) I

23/9

What was the rate for 17-8-54 to 21-9-54?

24
23/9

L.S

We have got instruction to ~~to~~ make payments. Until we get detailed information with the Contractors I think, the Contractors may be requested to approach Govt for the said refund

24
23/9

Govt
29/9/54

BED 1854/124343
P.W.D.

W.Br.

Submitted w.r. to the Under Secy's orders dt. the 28/9/54 and with a draft for approval. p 66 ante p 117 c/s

2/- The A.g., B'bay, has called for copies of correspondence with the S.E., S.C., leading to the issue of orders contained in Gl. No. BED 1854 W, dt. 18/8/54. p 111 c/s If approved, these pps. may, after issue of the draft, p 117 c/s be shown w.r. to the A.g., B'bay, with a request to retain copies of the necy. correspondence

5/10/54 Thro: Supdt.—

3. From the A.G.'s letter at p. 115 c/s, it appears that he wants copies of the S.E., S.C's letter dt. 25-5-54 (+ its accompaniments) wherein, the details of the claims of the Contractors were given. The statements etc. recd from the S.E. having been returned to the S.E. vide G.L. at p. 111, the A.G. B'bay may perhaps be informed accordingly + may be requested to approach the S.E., S.C. direct, for details if necy

A.D. (III)

issue draft

"A"

Yes 5.10.54

"A" may be approved

9-10-54

A.S. III

10/10

U.S.

A.D.S.

FD 1854/124343

N. Br.

P W D.

Resubmitted.

The drafts at pp. 117-118 c/s may issue

15/10/54

15-10-54

~~A.S.(III)~~

Permsal is requested

of ₹ 112.6/s The ₹ps. were

filed & Refce. under disposal

was recd. from the Contractor

on the 26-8-54 & submitted

on the 21-9-54. (The case was

not delayed from 17-8-54

to 21-9-54) The delay on the

part of the Hosth. concerned

may kindly be ignored.

Seen by the
on 25.9.54.

By sd/-
27.9.54

U.S

593—4,00,000+ 7-50—E2*
G. R., G. D., No. 2409, dated 22-6-22.]

Std. Sectt. 78

DOCKET SHEET

Subject :—

File No. _____

_____ DEPT.

_____ BRANCH

References :—

Date.	To whom sent.	Notes and instructions.
2-8-54	Br XIV Pt)	Pl. return no. 4 P(W.) with tender ppr placed below

Letter

No: BED 1552 - W.

P.W.D.,
B.E., (Bombay No.1)
30th Jan '52

To

The S.E., S.C.

Sub:- College of Agriculture, Dharwar.
& Claims of Contractors in con with the.

Refce:- Your letter No G-34/D.D, of the 7.4.51
M/S K. B. Chinchankar & Co Ltd Contractors
for the above mentioned work have represented
to Govt for extra payments for certain
items of the work. In your letter refered to
above, you have reported that the Contractors
are not entitled to any enhanced rates
over & above the tendered rate. In con with
a similar case re: the claims of M/S S.B Joshi
& Co for the works of Industrial School at
Bijapur -

BED 1852

Bijapur, final orders have been issued vide G-L., 7076/36-II-W, of the 28-12-51. You are requested to review the claims of M/s Chinchankar & Co. in the light of the orders issued re. Industrial School Bijapur and submit your report very urgently after examining the actual facts and data on the contents re: the claims and rates thereof

Bly B in 7076/36 II

NIL

By order etc.

A.S

Copy forwarded to the Ex. Engr., Dharwar for

B.
28.1.52.

Sec'y to Govt

Letter.

No.BED 1852 W.

Public Works Department,
Bombay Castle (Bombay No.1),
30th January 1952.

To

The Superintending Engineer, Southern Circle.

Subject:- College of Agriculture, Dharwar: Claims of contractors in connection with the

Reference:- Your letter No.G-34/D.D, dated the 7th April 1951.

2. Messrs. K.B.Chinchankar and Company Limited, Contractors for the above-mentioned work, have represented to Government for extra payments for certain items of the work. In your letter referred to above, you have reported that the contractors are not entitled to any enhanced rates over and above the tendered rate. In connection with a ~~xx~~ similar case regarding the claims of Messrs. S.B.Joshi and Company for the works of Industrial School at Bijapur, final orders have been issued vide Government Letter No.7076/36-II-W, dated the 28th December 1951. You are requested to review the claims of Messrs. Chinchankar and Company in the light of the orders issued regarding Industrial School, Bijapur, and submit your report very urgently after examining the actual facts and data per the contractor regarding the items of claims and rates therefor.

By order of the Governor of Bombay,

Assistant Secretary to the Government of Bombay, Public Works Department.

D.A.:-Nil.

Copy forwarded to the Executive Engineer, Dharwar Division.

WB. PWD.

The SE SC expedited under No.BED-1852-W, of the 11-3-52.

8-3-52

10.3.52

Supdt

11/3/52

57

No. G.34/D.D. Letter Office of the Supdg.Engr., S.C., C.V.Belgaum: 18th March 1952.

From

The Superintending Engineer, Southern Circle.

To

The Chief Engineer, Public Works Department, Bombay.

Subject :- College of Agriculture, Dharwar. Claims of contractors in connection with the --.

P.6 Reference: Government (Public Works Department) Expeditor No. BED 1852 W, dated the 11th March 1952.

2. Certain information called for from the Executive Engineer, Dharwar Division, in this connection is still awaited from him. He is being expedited in the matter and on receipt of the information from him, the reference will be replied to.

D.A. Nil.

GRM.17/3.

for Superintending Engineer, S. C.

BED-1852/27708

WB

PWD

Await

WR
29-3-52

31/3/52

On the 11th ... 1/5

JAS

WB.
The S&SC expedited under No.
BED-1852-W, of the 5-5-52.

WR
2-5-52

Wel
7-5-52

Sent
21/6

Sept

P. W. D.
File No. BED 1852
Card No. 27708

W 2/3

Extract para 2 from the Executive Engineer, Dharwar Division's letter No.A.31(a) dated the 21st April 1952, regarding: Constructing Buildings for the College of Agriculture, Dharwar - Pending issues in connection with the --

---

Para 2:- The works viz. Farm & Dairy Buildings Part I and Part II were reported to be completed by the Deputy Engineer, Dharwar on 30th September 1950. The final bills were prepared in December 1951 and paid to the contractors in February 1952. For the delay in recording the measurements the Deputy Engineer has explained that the work of recording measurements being of magnitude and the items being numerous the measurements could not be recorded earlier. Moreover, the amalgamation of the Special Buildings Construction Sub-Division to Dharwar (B & R) Sub-Division with the other numerous other works to be attended to has also contributed to some extent to the delay. On the contractor's part, the details of materials used were not given by the contractors as required by the conditions which also added to the delay.

(b) There are two contracts for Farm and Dairy Part I and one for Part II. According to the conditions in clause I of the above contracts the security deposit of the first two contracts is refundable after three months and that of the third after six months from the date of payment of the final bill and accordingly it is due for payment on :-

Farm & Dairy Part I Tender 69 for 48/49.	29-5-1952.
-do- I -do- 70 -do-	29-5-1952.
-do- Part II- B-2/DD.SE. 49/50.	29-8-1952.

Since the contractors were not wholly responsible for the delay in this case, the question of refunding the deposit earlier than the dates as noted above may be considered. It is however, ascertained from the Deputy Engineer, that no defects are noticed in these buildings and there is no objection to refund the deposit.

No.G-34[illegible]DD. Office of the Supdg.Engr.,S.C
Belgaum: ~~April 1952~~. 1-5-1952

From

The Superintending Engineer,
Southern Circle, Belgaum.

To

The Chief Engineer,
Public Works Department, BOMBAY 1.

Subject:- Buildings for the Agricultural College, Dharwar.
Farm & Dairy Buildings Part I & II.
Refund of security deposit for the --

P.1/65

I enclose herewith an extract para 2 from the Executive Engineer, Dharwar Division's letter No. A-31(a) dated the 21st April 1952 and in view of the circumstances explained therein request that orders to refund the security deposit of the contractors Messrs. K.B.Chinchankar & Company Ltd., Poona, may kindly be issued early.

2. In a similar case orders to refund 50% of the security deposit were issued vide G.B., P.W.D. No. BED.1851-W dated the 20th July 1951. As the contractors are pressing for the refund of their security deposits saying that when they had completed the works in September 1950, they are not responsible for the delay in payment of the bills and as no defects are noticed in the buildings after September 1950, I see no objection to refund the full security deposits in this case and request necessary orders may kindly be issued in the matter early.

D.A. -
Extract from the Ex.Engr's letter.

Superintending Engineer,S.C.

DRJ.30/4.

Pk. 1-2-/N.S.

W s/s
B. W. D.
BED 1852
No. 42579

BED-1852/42519

Letter

P.W.D.,
B.C. (B'bay No. 1),
27th May 1952

No. BED-1852-W.

To The S.E, S.C.

Subject — Bldgs. for the Agricultural College, Dharwar
Farm & Dairy Bldgs. Part I & II
Refund of security deposit for the —

Refee: your letter No. G.34/DD, dated the 1-5-52.

2. It is surprising to note that final measurements for work completed in Sept. 1950 were recorded in Dec. 1951 i.e. after one year and three months. This is very unsatisfactory. Explanation of the S.D.O. concerned and the reasons for not seeing that the payment was made promptly by the Ex. Engr. should please be reported at an early date.

3. Please clarify the points noted below: —

(i) When did the Contractor furnish full information re: materials?, and

(ii) On what grounds extensions were granted to the Contractor after completion of works i.e. from Sept. 1950 to Dec. 1951?

D.A. - Nil

By order etc.

A.S. to Govt., P.W.D.

Issued on 28-5-52.

Copy forwarded to the Ex. Engr., Dharwar Dn., for information.

23-5-52

A: (23-6-52)

H 13

No. G.34/D.D./1

Office of the
Superintending Engineer, S.C.,
Belgaum: 9th July 1952.

From

The Superintending Engineer, Southern Circle.

To

The Chief Engineer, Public Works Department,
Bombay.

Subject :- College of Agriculture, Dharwar:
Claims of contractors in
connection with the -.

Reference: Government (P.W.D.) Expeditor No. BED 1852 W. dated the 1st July 1952.

2. A detailed report in connection with the claims of Messrs. K.B.Chinchankar and Company has just been received from the Executive Engineer, Dharwar Division today and after scrutiny thereof necessary report will be submitted to Government within a week.

D.A. Nil.

GRM.9/7.

Superintending Engineer, S. C.
9/7

BED 1852/65342

W Ex.

P.N.D

Await.

15/7/52

16/7/52

Sanct.

W
11/7

BED 1852

65342

K.B.Chinchankar & Co.Ltd. Poona No.4.

5th May, 1952.

Points with regard to 20 % Claim as discussed with the Superintending Engineer, Southern Circle, Belgaum, in the meeting with the Executive Engineer and his staff at Belgaum on the 25th April 1952.

(i) Grouping of quantities under various items of different Sub-Works.

Grouping quantities of various items of all Sub-works for the purpose of arriving the excess in quantities over 20% than those estimated and entered in various schedules of different Sub-works is not acceptable to us due to :

(a) We have tendered our rates separately for each Sub-work

(b) Each sub-work has it's own schedule "B" and a separate memorandum showing items of work to be carried out.

(c) Quantities for each sub-work are calculated and entered in column (2) of the memorandum, are marked as " Quantities estimated but may be more or less " and it is becuase of this uncertainty of quantities, Department has made provision to vary the quantities upto 20 %

(d) Each Sub-work has it's own drawing, designs and instructions for executing the work.

(e) As regards the plea of the Executive Engineer that all the sub works have only one set of specifications, it is needless to say, that they are common for all the works in the state, be it a bridge, culvert, road, servants' quarters, bungalow or a palace. This plea, therefore, is not acceptable.

However we are prepared to agree to grouping of those sub-works, where, the buildings have same drawings, design instructions. Such grouping may be made for sub work Nos. 1 and 2; 5 and 6.

(ii) Extra rates claimed for various items where quantities have exceeded more than 20 %

We have claimed extra rates over the tendered rates because of the following facts :

(a) Rate of cement at the time of tendering was Rs.65/- per ton f.o.r. Dharwar and this increased to Rs.87/8/ only. from 1-1-48. Time of acceptance of the tender was June, 1947.

(b) Rates of petrol, tyres, tubes, shell oil and truck spare parts increased by 20 to 25 % from June 1947 to Dec. 1948.

(c) On account of increased work, timber required also increased, and the Govt. increased rate for this extra quantity by 40 % over what was our agreed rate when tender was accepted.

(d) Labour wages increased by 15 % as their cost of living increased.

(e) Petrol coupons were not use to be received in time, being delayed by a fortnight per month on an average. This hampered our carting of materials such as bricks from Khanapur, Sand from Alnavar and Harbeddi and timber from Dandeli, all having lead from 20 to 45 miles. As a result, Work scheduled to be completed by 30-10-48, prolonged till 31-12-50. All this increased our idle labour cost and establishment charges.

(f) Work of all most all buildings had to be done and finished in parts as the Agricultural Dept.wanted urgent accommodation for their class rooms, laboratories and hostels as otherwise they would not get affiliation to the college from the University.Thus we had to concentrate on specific parts to our inconvenience from a business point of view and which increased our working cost of various items.

(iii) The extra rates claimed by us are identical with those quoted by us for the work of the Administrative Block a work similar in nature and being in the same area very close by.The rates as quoted, are, 27 % over 1938-39 + 100 % a very fair and reasonable percentage than that of about 44 % over 1938-39 + 100 % quoted by the lowest agency for a laboratory work of the Karnatak College at Dharwar,at the time when we tendered for the Ad.Block,although the latter has roads,water supply, local labour available in town,carting of P.W.D.Material, very near.You will thus find that our rates are very competitive and may be safely taken as the market rates then ruling.

(iv) Rates quoted by us for the Farm and Dairy Buildings are not comparable with the buildings of the First stage contracts and thus cannot be said to be market rates for the increased quantities since these former structures are built up of local bricks,jungle wood, C.G.I.sheets,Lime mortar and all most all materials supplied by the Department for which we were not required to make special efforts to procure them.All the timber has been supplied by the Department.Besides,these are very simple structures requiring no special type of supervision.A mere glance at these buildings so called - will convince.

(v) Extra rate of Excavation.

Rate of excavation as claimed by us may perhaps appear to be a slightly higher one. But a study of the circumstances under which we executed the job will convince you.It is as under :-

(a) Excavation was ordered to be commenced in the midst of the monsoon although we had no our programme of it as there were no approved quarries nor bricks available from Khanapur for the superstructure work.Correspondence with the local officers will bear out these facts.

(b) We,however,did agree to the desire of the Officers, but monsoon being very heavy at Dharwar and all the work being under the foot of the Yettingudda Hill,trenches for foundation so excavated,use to get filled up with rain water, ground being slopy all along and all excavated stuff in the trenches use to get muddy and difficult to take out of the pits.The labour could not work in monsoon and were required to be paid extra before they could be persuaded to work.We had to pay them heavily.

(c) We quoted similar rates as claimed by us for the work of the Administrative Block for the excavation work, knowing fully that we will be required to work on excavation in monsoon.The rate asked for for the increased quantity is thus commensurate and reasonable.

Sd/-
K.B.Chinchankar.

K. B. Chincharkar & Co. Ltd.
Engineers & Contractors.

Ref: No.DR-243

Poona 4
14th July 1952.

The Superintending Engineer,
Southern Circle,
BELGAUM.

Sub: Constructing Buildings for the College of Agriculture- Dharwar- First Stage Claim of Rs. 39324--6-0 towards the extra quantities of work executed for ...

Dear Sir,

In continuation of our Le.No.DR-227 dated 5-7-52, addressed to your kindselves, we further beg to state as under :-

i The rates claimed by us for payment of extra quantities are quite fair and reasonable and were tendered by us competitively to secure the work since we were already established on the site executing the first stage work. This we had made it very clear at the outset in our Le.No.450 of 17-6-48, accompanying our tender for the Administrative block work;

ii. As the lowest rates received by open competition on the Botany Building of the Karnatak College, Dharwar being 17% higher than those of the Administrative Block rates accepted by the Government, the Executive Engineer, Dharwar Division, Dharwar, approached us for taking the above work although it was a ground storyed structure, vide copy of the Le.No.A-31(a)/1 of 21-8-48

You will thus find that the Executive Engineer, Dharwar determined, our ratesof the Administrative Block as accepted by the Government, to be the then prevalent market rates at the time when we actually exceeded the quantities while executing.

3. On account of increase in the price of cement during the course of execution of work, from Rs. 65/- to 85/- per ton and an increase of 40% in the price of timber for the increased quantities, we alone lost Rs.36,000/- only which fact, we request, needs your kind and sympathetic consideration while forwarding our case to Government.

Thanking you,

Yours faithfully,

for K.B.Chincharkar & Co.Ltd.

Sd/- K.B.Chincharkar,
Managing Director.

Encl: Copy of the Le.No.A-31(a)/1
of 21-8-48.

Below Le.No.A31(a)/1 of 21-8-1948, from the Executive Engineer, Dharwar Division, Dharwar, addressed to us.

No.A-31(a)/1

Office of the Ex.Engineer,
Dharwar Division,
Dharwar, 21st August 1948.

To

Messrs. K.B.Chincharkar & Co. Ltd.
Dharwar.

Sub: Additional building required for the teaching of Botany in Karnatak College, Dharwar - Tender for the ...

Dear Sir,

I have to request you to please inform me by return post, whether you are prepared to take up the above work at the rates quoted by you for the Administrative Block of the Agricultural College, Dharwar.

This may please be treated as most urgent.

Yours faithfully,

Sd/-
21-8-48
for the Ex.Engineer, Dharwar Dn.

(True copy)

Forwarded to W.Cs.
The Superintending Engineer, S.C.Belgaum.

14	Architectural pediment.	105 Rft.	105	-	-	-	-	-	210
15	Rain water down-take pipes.	224 "	224	520	88	60	80	300	1,496
16	Cement concrete 1:2:4 in general.	708 Cft.	688	468	71	96	42	805	2,878
17	Architectural plaster moulding.	-	-	228	-	-	-	-	228
18	Indian type W.Cs.	4 Nos.	4	16	-	1	1	-	26
19	1½" doors fully panelled 2nd class.	-	-	2,340	166	-	234	-	2,740
20	1½" windows glazed 2nd class.	-	-	2,540	352 Sft.	-	-	-	2,892
21	-do- fully panelled -do-	-	-	-	60 "	-	-	-	60
22	Cut teak wood	876 Cft.	876	1,162	186	153	123	2,014	5,390
23	1½" I.P.stone flooring over 4½" C.C. 1:3:6	-	-	-	1,668 "	-	-	1,130	2,798
24	Teak wood queen post trusses 25' span.	-	-	-	12	-	-	-	12
25	Brass peg sets.	50 Nos.	50	160	8	10	5	30	313
26	C.C.cupboards 3' x 4' with plain planked shutters.	-	-	-	8 Nos.	-	-	90	98
27	Teak wood shelving 12" x 1".	-	-	-	30	66	12	240	348
28	G.I.sheets eaves gutters 6"	587 Rft.	587 Rft.	1,060	170	61	103	1600	4,168
29	Excavation in hard murum and boulders.	-	-	-	-	2,000 Cft.	1,711	-	3,711
30	1½" doors panelled 1st class.	358 Sft.	426	-	-	367 Sft.	--	-	1,151
31	T.W.cupboards 2'-6" x 4'-0"	-	-	144	-	4 Nos.	3	-	151

Sd/- V.V.Kale,
Executive Engineer, Dharwar Dn.

C.M.14/8.

Superintending Engineer,
Southern Circle.

Statement No. 1.

Sr. No.	Name of item	Quantities as per Agreement							Total of quantities as per agreement.
		Agronomy and Chemistry Block.	Biology	Hostels 2 Blocks	Kitchen & Dining Halls	Principal's Bungalow.	Hostel Supdt's B'low.	Servants' quarters 7 blocks.	
1	Excavation in soil and murum	19,927 Cft.	20,178	25,775	4,389	3,582	1,726	44,050	1,19,627
2	Excavation in shale	19,824 "	20,061	12,887	1,087	-	-	11,010	64,869
3	Filling in with C.C. 1:4:8	9,965 "	10,089	13,096	2,204	2,202	1,298	22,020	60,874
4	Uncoursed rubble masonry in cement mortar	21,742"	21,989	13,630	2,070	1,982	1,148	16,350	78,871
5	Filling in plinth with excavated materials.	10,969 "	11,187		1,565	2,689	859	10,695	37,964
6	Superstructure of burnt brick masonry in cement mortar.	39,336 "	39,490	46,326	3,471	5150	2,707	43,220	1,79,700
7	1½"thick glazed ventilators.	35 Sft.	- -	-			-	-	35
8	½" thick cement plastering 1:3	31,828 "	31,200	51,534	3,632	7,349	3,850	60,705	1,90,098
9	Cement concrete 1:2:4 for R.C.C. beams and lintels.	2,953 Cft.	3,051	2,438	-	136	63	-	8,641
10	Cement concrete 1:2:4 for R.C.C.slabs.	5,207 "	5,207	6,382	-	-	-	-	16,796
11	Providing valley gutters.	127 Rft.	127	200	22	43	81	-	600
12	Teak wood Queen post trusses 26' span.	8 Nos.	8	-	-	-	-	-	16
13	Badami stone steps.	49 Sft.	49	166 Sft. or 332 Sft.	32 Sft.	35 Sft.	18 Sft.	855	1,370

Statement showing the amount due to Messrs. K.B.Chinchankar, & Co. Ltd. for executing quantities in excess of 20% of the contract quantities.

Sl. No.	Items	Quantities as provided in the contract.	Quantities upto which the contractors are liable to carry out (120% of Col.3)	Quantities actually executed.	Quantities for which the contractors are entitled to extra rate (Col.(5-4)	Tendered rate	Rates now demanded by the contractors.	Market rates	Amount due to the contractors at the rates demanded by them.	Amount due to the contractors at market rate	Remarks
1	2	3	4	5	6	7	8	9	10	11	12
	Sub-works No.1 & 2 Agronomy & Biology Blocks.										
	Excavation in Soil & murum	40105 Cft.	48126	85527	37401	3/-	13/-	4-12	3740-2-0	~~561~~ 654 1-0	
1	Plinth filling etc.	22156 Cft	26587	40725/-	14138	4/-	8/-	3-12	565-8-0	-	
2	Glazed Ventilators	35 Sft	42	1114	1072	6-8	9Ø-	6/-	2680/-	-	
3	Plinth filling etc.	~~22156x6ft~~ 63028 Sft	~~26587x~~ 75634	~~40725~~ 91343	~~14138~~ 15709	~~4/-~~ 25/-	~~8/-~~ 30	~~x3x12~~ 27	785-7-0	314-3-0	
4											
5	Cement concrete1:2:4 for beams etc.	6004	7205	7891	686	2-8	3-8	2-8	686-0-0		
6	Cement concrete 1:2:4 for floor	10414 Cft	12497	16591	4094	2-8	3-8	2-8	4094-0-0		
7	Valley gutters	254 Rft	305	324	19	6	8/-	7-5	38-0-0	24-15-0	
8	Teak wood queen Post trusses 26' span	16 Nos	19	29	10	250	325/-	250	750/-	-	

Statement showing the amount due to Messrs. K.B.Chinchankar, & Co. Ltd. for executing quantities in excess of 20% of the contract quantities.

Sl. No.	Items	Quantities as provided in the contract.	Quantities upto which the contractors are liable to carry out (120% of Col.3)	Quantities actually executed.	Quantities for which the contractors are entitled to extra rate (Col.(5-4)	Tendered rate	Rates now demanded by the contractors.	Market rates	Amount due to the contractors at the rates demanded by them.	Amount due to the contractors at market rate	Remarks
1	2	3	4	5	6	7	8	9	10	11	12
	Sub-works No.1 & 2 Agronomy & Biology Blocks.										
1	Excavation in Soil & murum	40105 Cft.	48126	85527	37401	3/-	13/-	4-12	3740-2-0	~~561-1-0~~ 654	
2	Plinth filling etc.	22156 Cft	26587	40725/-	14138	4/-	8/-	3-12	565-8-0	-	
3	Glazed Ventilators	35 Sft	42	1114	1072	6-8	9Ø-	6/-	2680/-	-	
4	Plinth filling etc.	~~22156x2ft~~ 63028 Sft	~~26587x~~ 75634	~~40725~~ 91343	~~14138~~ 15709	~~4/-~~ 25/-	~~8/-~~ 30	~~x3x12~~ 27	785-7-0	314-3-0	
5	Cement concrete1:2:4 for beams etc.	6004	7205	7891	686	2-8	3-8	2-8	686-0-0		
6	Cement concrete 1:2:4 for floor	10414 Cft	12497	16591	4094	2-8	3-8	2-8	4094-0-0		
7	Valley gutters	254 Rft	305	324	19	6	8/-	7-5	38-0-0	24-15-0	
8	Teak wood queen Post trusses 26' span	16 Nos	19	29	10	250	325/-	250	750/-	-	

	Cre Steps	98 Sft	118	215	97	4-8	6/-	4-8	145-8-0	
	hitectural Pediments	210 Rft	252	880	628	3-12	5/-	3-12	785-0-0	
	Cement concrete 1:2:4 Gen.	1396 Cft	1675	2320	645	2-12	3-8	2-8	483-12-0	
	Rain Water downtake pipes	448 Rft	538	544	6	1-8	3-12	2/-	13-8-0	3-0-0
							Total		14766-13-0	903-3-0
			Sub-work No.3: Hostel for studerts 2 Blocks							
1	Excavation in soil & murum	25775 Cft	30930	38697	7767	3/-	13/-	4-12	776-1-0	135-15-0
2	Cement concrete 1:4:8 in fourdations	13096 Cft	15715	18808	3093	80/-	130/-	111	1546-8-0	958-13-0
3	Cement concrete 1:2:4 (General)	468 Cft	562	2056	1494	2-8	3-8	2-8	1494-0-0	
4	Glazed windows	2540 Sft	3048	3713	665	4-12	7/-	4-12	1496-4-0	
5	Cement concrete 1:2:4 for slabs	6382 Cft	7658	8234	576	2-8	3-8	2-8	576-0-0	
6	Architectural plaster -moulding	228 Rft	274	536	262	2-8	5/-	2-5	655-0-0	
7	Indian type W.C.	16 Nos	19	24	5	200	275	200/-	375-0-0	
							Total ...		6918-13-0	1094-12-0

P.T.O.

Sub-work No.4: Kitchen & Diring Hall (3 Blocks)

		For one kitchen & diring hall								
1	Excavation in Soil	4389 Cft	5267	32936	27669	3/-	13/-	4-12-0	2766-14-0	484--3-0
2	Cement concrete 1:4:8 for foundations	2204 Cft	2645	5643	2998	80/-	130	111	1499/=	929-6-0
3	Uncoursed rubble in founda-tions	2070 Cft	2484	6908	4424	70/-	90/-	84	884-13-0	619-6-0
4	Filling in plinth with hard murum	1565 Cft	1878	10644	8766	4/-	8/-	3-12	350-10-0	
5	B.B.Superstructure	3471 Cft	4165	5181	1016	130	140	130	101-10-0	
6	Panelled doors 2nd Class	166 Sft	199	496	297	4-8-0	5-8	4-10	297-0-0	37-2-0
7	Glazed windows 2nd class	352 Sft	422	880	458	4-12	6-12	4-12	916-0-0	
8	Panelled windows 2nd Class	60 Sft	72	180	108	5/-	6-12	4-15	189-0-0	
9	Cut teak wood	186 Cft	223	619	396	16/-	18	15-12	792-0-0	
10	Indian patent store flooring	1668 Sft	2002	3783	1781	70	100	84	534-5-0	249-5-0
11	Cement concrete 1:2:4 plain	71 Cft	85	1160	1075	2-8	3-8	2-8	1075-0-0	
12	Valley gutters	22 Rft	26	48	22	5-8	7-8	7-5	44-0-0	39-14-0
13	Queen post trusses 25'span	4 Nos	5	12	7	250	325	243	525/-	
14	Badami stone steps	32 Sft	38	120	82	4-8	6/-	4-8	123-0-0	
15	Brass peg sets	8 Nos	10	25	15	5/-	10	5/-	75-0-0	

16	Cupboards 3'X4'	8 Nos	10	13	3	60/-	90/-	72	90/-	36-0-0	
17	Teak wood shelving	30 Rft	36	132	96	3/-	4/-	2-11	96/-		
18	Eaves gutters	170 Rft	204	535	331	3/-	4/-	2-8	331/-		
19	Downtake pipes	88 Rft	106	138	32	1-8	2-8	2/-	32/-	16-0-0	
							Total ...		~~11363-5-0~~ 1272-4-0	2411-4-0	

Sub-work Nos. 5 & 6:

1	1½" thick panelled doors 1st Class	367 Cft	440	445	5	5	6-12	5-8	8-12-0	2-8-0	
2	R.C.C. 1:2:4	199 Cft	239	270	31	4-4	7/-	4-6	85-4-0	3-14-0	
3	Badami Stone steps	53 Cft	64	70	6	4-8	6/-	4-8	9-0-0		
4	Cut teak wood	276 Cft	331	444	113	16	18	15-12	226-0-0		
5	Cement concrete 1:2:4 plain	138 Cft	166	506	340	2-8	3-8	2-8	340-0-0		
6	Teak wood cupboards 2½'X4'	7 Nos	8	12	4	55	90	60	140-0-0	20-0-0	
7	Eaves gutters	164 Rft	197	370	173	~~1-0~~ 3	3-8-0	2-8-0	~~346/-~~ 86-8-0		
8	Down take pipes	140 Rft	168	128			...				
9	Teak wood shelving	78 Rft	94	112	18	3/-	4/-	2-11-0	18/-		
						-	-	Total	~~1173/-~~ 913-8-0	26-6-0	

P.T.O.

Sub-work No. 7: Servants' Quarters - 7 Blocks.

1	Indian patert store flooring	1130 Sft	1356	3017	1661	65	95	84	498-5-0	315-9-0
2	Teak wood shelving	240 Rft	288	336	48	2-8	3-8	2-11	48--0-0	9-0-0
3	Brass peg sets	30 Nos	36	84	48	5/-	10/-	5/-	240-0-0	-
						Total ...			786--5-0	324-9-0

Abstract

1) Sub-work Nos. 1 & 2 grouped	---	14766-13-0	903--3-0
2) Sub-work No. 3	---	6918--13-0	1094-12-0
3) Sub-work No. 4	---	10722-4-0	2411--4-0
4) Sub-work Nos. 5 & 6 grouped	---	~~1178-0-0~~ 913-8-0	26--6-0
5) Sub-work No. 7	---	786--5-0	324--9-0
	Total ...	34,107-11-0	4760--2-0

Superintending Engineer,
Southern Circle.

10	C.C.1:2:4 for R.C.C.Slabs	16796 -	20155	24825	4670	2-12	3-8	2-8	3502-8		
11	Valley gutters	600 Rft	720	683	-						
12	Q.P.Trusses 26' span	16 Nos	10	16	6	250	325	250	750		
13	Badami store steps	1370 Sft	1644	1266	-						
14	Archi.Pediments	210 Rft	252	880	628	3-12	5/-	3-12	785/-		
15	Down take pipes	1496 Rft	1795	1597	=			-			
16	Cement Concrete 1:2:4 General	2878 Cft	3454	6268	2814	2-8	3-8	2-8	2814/-		
17	Architectural Plaster moulding	228 Rft	274	536	262	2-8	5/-	2-5	655/-		
18	Indian type W.Cs.	26 Nos	31	34	3	200	275	200	225/-		
19	~~Glazed windows~~ Panelled doors. 2nd Class	2740 Sft	3288	2740	-	-	-	-	-		
20	Glazed windows 2nd Class	2892 Sft	3470	4593	1123	4=12	7/-	4-12	2526-12		
21	Panelled windows 2nd Class	60 Sft	72	180	108	5/-	6-12	4-15	189/-		
22	Cut teak wood	5390 Cft	6468	5055	-						
23	1½" I.PStore flooring over 4½" C.C.1:3:6	2798 Sft	3358	6800	3442	70/-	100	84	1032-10	481-14	
24	Q.P.Trusses 25' span	4 Nos	5	12	7	250	325	243	525/-		
25	Brass peg sets	313 Nos	376	335							
26	Cupboards 3'X4' with plain planked shutters	98 Nos	118	69							
							Carried over		21,196-6	1340-15	

									Brought over	21196-6-0	1340-15-0
27	Teak wood shelving 12" X 1"	348 Rft	418	580	162	3/-	4/-	2-11	162/-		
28	G.I.Sheets eaves gutters	4168 Rft	5002	4541							
29	Excavation in hard murum	3711 Cft	4453	3202							
30	Panelled doors 1st Class	1151 Sft	1381	1224							
31	Cupboards 2'-6"X4'-0"	151 Nos	181	172							
									Total ...	21358-6-0	1340-15

GDT/14-8.

Sup... Engr
...
1948

Statement No.3

Statement showing the amount due to Messrs. K.B.Chircharkar & Co. Ltd. for executing quantities in excess of 20 % of the contract quantities.

S. No.	Items	Quantities as ~~approved~~ provided in the contract.	Quantities upto which the contra-ctors are liable to carry out (120% of Col.3)	Quantities actually executed.	Quantities for which the contrac-tors are entitled to extra rate (Cols.5-4)	Tender-ed rate.	Rates now demand-ed by the con-tractors.	Market rates	Extra amount due to the contractors at the rates demanded by them	Extra amount due to the contrac-tors at market rate	Remarks
1	2	3	4	5	6	7	8	9	10	11	12
1	Excavation in soil & murum	Cft. 119627	143552	192643	49091	3/-	13	4-12	4909-2	859-1-0	
2	-Do- in shale	64869 Cft	77843	39965	-	-	-	-	-	-	
3	C.C. 1:4:8	60874 Cft	73049	55359	-						
4	U/c. in C.M.	78871 Cft	94645	36563	-						
5	Filling in plirth	37964 Cft	45557	59192	13635	4/-	8/-	3-12	545-6		
6	B.B.Superstructure	179700 Cft	215640	73278	-						
7	Glazed vertilators	35 Sft.	42	1114	1072	6-8	9/-	6/-	2680/-		
8	Cement plastering	190098 Sft	228118	147257	-						
9	C.C.1:2:4 for R.C.C. Beams,lintels etc.	8641 Cft.	10369	10426	57	2/8/-	3/8/-	2/6-	57/-		

Analysis of Rate.

1) Excavation in soil and murum (lead 300'),
rate for 100 cft.

(a) Rate as per Divisional Schedule (Lead 50') per 100 cft. : Rs. 2-10-0

(b) Add extra labour for extra lead of 250'. 1.20 x 22 Annas. = Rs. 1-10-0

Total Rate .. Rs. 4-4-0

2) Excavation in shale (Lead 300')

3 coolies for excavation at Rs.1-6-0 per coolie. = Rs. 4-2-0

Conveyance charges for lead of 300' 1.4 x 22 Annas. = Rs. 1-15-0

Total..... 6-1-0

or Say Rs. 6/-

Executive Engineer, D.Dn

Analysis of rate for

14) 1½" Thick country ~~mkx~~ cut teak wood windows fully pannelled 2nd class with 5"x3" frames, iron fixtures and fastenings, oiling etc. complete.

One window 3'-0" x 4'-0" = 12 sft.

(a) Teak wood for frames
18' x 5" x 3" = 1.88 cft.
@ 12/- including labour = 22-9-0

(b) Teak wood for shutters.

styles 26' x 3" x 1½" = 0.81

Panels 4 x 1'-9" x 1'-3"x1"=0.73.

Total cft. 1.54 cft

@ 16/- per cft including labour = 24-10-0

(Note: Teak wood has been supplied to the contractor by the Forest Department at concessional rates).

(c) Iron fixtures & fastenings. = 5-12/-

(d) Oiling & sundries. = 6/-

Total Rs. = 58/15/-
say 59/-
for 12 sft.

Rate per sft comes to Rs.4-14-8
say 4/15/-

15) 1½" thick (1:2:4) Indian patent stone flooring over 4½" thick 1:3:6 C.C. including smooth finishing, curing etc.

Rate for 1:3:6 C.C,

(a) 100 cft metal 1½" to 2" gauge on quarry.
@ Rs.18/- per 100 cft as per schedule = 18-0-0

(b) Conveyance charges for 1½ miles lead
@ Rs.24/8/- per 100 cft. = 24-8-0

(c) 50 cft sand @ Rs.30/- per 100 cft. = 15-0-0

(d) Cement 13½ bags @ 4/8/- per bag. = 60-12-0

(e) Labour for mixing & laying 6 coolies
@ Rs.1/4/- = 7-8-0
1 bhisti @ Rs.2/- = 2-0-0

(f) Sundries = 1-4-0

Total Rs. 129-0-0

P.T.O.

Rate for 100 sft.of patent stone.

(a) C.C.1:3:6 - 4½" thick = 37.5 cft.
@ Rs.129/- per 100 cft. = 48-6-0

(b) C.C.1:2:4 (Patent stone) - 1½" thick = 12.5 cft.
@ Rs.2/8/- per cft. = 31-4-0

(c) Add extra quantity of cement ½ bag for finishing at Rs.4/8/- per bag. = 2-4-0

(d) Extra labour for finishing = 2-0-0

Total Rs. 83-14-0

say Rs.84/- / per 100 sft.

(6) Teak wood queen post trusses of span 25' including iron straps & oiling.

(a) Teak wood 14.5 cft @ Rs.14/- per cft.including labour. = 203-0-0

(Note: Teak wood has been supplied to the contractor by the Forest Department at Concessional rates)

(b) 2" x ¼" iron flats for straps ½ cwt.at 25/- per cwt. = 12-8-0

c) Bolts & nuts. = 7-8-0

d) Hoisting = 15-0-0

e) Ciling etc. = 5-0-0

Total Rs. 243-0-0

Rs.243/- for each trusses.

jmb.4/7.

Executive Engineer,D.Dn,

Letter.

No.G-34/DD.

Office of the
Supdg.Engineer,Southern Circle,
Belgaum: 18th August 1952.

From

The Superintending Engineer,
Southern Circle, Belgaum.

To

The Chief Engineer,
Public Works Department, BOMBAY 1.

SUBJECT: College of Agriculture, Dharwar:-
Claims of Messrs. K.B.Chinchankar & Co.
contractors in connection with the ---

REFERENCE: Correspondence resting with this office
No.G-34/DD-1 dt. the 9th July 1952.

pp 1-2

2. As ordered in Govt. Letter (P.W.D) No.BED-1852-W dated the 30th January 1952 the claims of Messrs. Chinchankar & Co. were reviewed in the light of the orders issued regarding the Industrial School at Bijapur and as a result I submit the following report in that connection.

3. Para 5 of the General Specification attached to the contract of Messrs. K.B. Chinchankar & Co., for the work of constructing buildings for the Agricultural College at Dharwar reads as under :-

" Quantities given in the tender are approximate and may vary within twenty percent. Excavation for foundation will be according to actual strata to be met with. The contractor shall have no claim for compensation on account of any variation in the quantities"

This wording and the wording in the Specification of the Contract of Messrs. S.B.Joshi & Co., for the Industrial School at Bijapur being the same, Messrs. K.B.Chinchankar & Co. are entitled to compensation for execution of the work in excess of 20 % of the quantities specified in Schedule B and the compensation is to be assessed on the basis of the market rates or at the rates mutually agreed upon, vide G.L. (P.W.D) No.7076/36-II-W, dated the 28th December 1951.

7076/36-II
pp 145-6

4. In the case of the Agricultural College at Dharwar, there were the following seven sub works:-

(a) Sub work No.1: Agronomy & Chemistry block
(b) " " No.2: Biology block
(c) " " No.3: Hostel for students;
(d) " " No.4: Dining Hall & Kitchen;
(e) " " No.5: Principal's Bungalow
(f) " " No.6: Hostel Superintendent's Bungalow
(g) " " No. 7: Five blocks for servants each accommodating six servants.

Separate schedules B for each Sub-work were prepared and attached to the contract in question bearing No.B-2 (Yettingu... for 1947-48. According to the contract all the works referred to above were to be completed by the 1st May 1948 Subsequent to the signing of the contract documents on 3-5-47

the

the Executive Engineer, Dharwar Division under his No.DD-1 dated the 11th February 1948 asked the contractors to take up the works of the two additional blocks of Dining Hall & Kitchen as forming part of Sub-work No.4, as sanctioned by Government in G.L. Agricultural & Rural Development Department No.1014/ 3477-B dated the 26th January 1948.

5. In connection with the claims of the contractors for execution of the work in excess of the quantities specified in the Schedule, the following points have arisen :-

(a) How the excess quantities should be worked out whether on the basis of all the sub-works grouped together or on the basis of each sub-work taken separately?

(b) Whether the quantities as per the additional two Dining Halls & Kitchens entrusted to the contractors subsequently should be considered as having been carried out in excess of the quantities in the tender and assessed accordingly

(c) What should be the rates to be paid for the extra work over 20% of the tendered quantities. ~~M/s~~ M/s K.B.Chirchankar & Co. have put in their claims treating each sub work separately and the quantities of the additional dining halls and kitchens as being in excess of the tendered quantities specified in Schedule B advancing the following reasons in support.-

(i) They have tendered their rates separately for each sub work;

(ii) Each sub work has its own schedule B and a separate memorandum showing items of work to be carried out;

(iii) Quantities of each sub work are calculated and entered in Column 2 of the Memorandum and are marked as "quantities estimated but may be more or less" and because of this uncertainty of quantities the Department has made provision to vary the quantities upto 20 %

(iv) Each sub work has its own drawing, design and instructions for executing it;

A copy of note dated 5th May 1952 from the contractors received in this connection is attached from whihh it will be seen that they are however, prepared to forgo the grouping of these sub works which have similar drawings, designs and instructions i.e. sub works Nos. 1 & 2 and Sub-works 5 & 6

6. With regard to 5(a) above, the Executive Engineer, Dharwar Division is, however, of the opinion and I agree with him that on careful reading of Para 5 of the general specification attached to the contract, treating each sub-work as a separate one does not stand to reason nor would the contractors appear to be legally entitled to a claim on that basis as all sub works together from one tender and were carried out at one spot and extra rate to be paid for an item will be the same irrespective of the sub-work. Separate schedules, drawings etc. are prepared for the convenience of the Department as also of the contractors so that cost of each structure is known at any time and this is no ground for considering each ~~work~~ Sub-work separately for assessing claims for quantities in excess of 20 %.

(b) ...

(b) With regard to 5(b) above, the Executive Engineer has stated that it was mutually agreed by the Engineer-in-charge and the contractors that the additional two dining halls and kitchens should be carried out at the same tendered rates as per clause 14 of the agreement requiring that the additional work to be carried out on the same conditions and the same rates as are specified in the tender and as such the quantities of items relating to the two additional Dining halls and kitchen do not legally become extra for purposes of excess over 20 % as they virtually form a new tender on the same conditions. But in the absence of a written statement from the contractors agreeing to carry out the additional Dining Halls and Kitchen at the same rates as specified in the contract, I think that in view of the opinion expressed by the Remembrancer of Legal Affairs in his U.O.R. No.18308, dated the 20th November 1951, accompanying G.L. No. 7076/36-II-W, dated the 28th December 1951, clause 14 of the agreement does not come into operation since the additional quantities were not due to any alterations or additions to the original specifications, drawings or designs. Claim for additional work done in respect of the additional two Dining halls and kitchens will have, therefore, to be admitted with reference to the quantities in the agreement. Accordingly one statement (No.1) showing the quantities to be executed as in the agreement is submitted herewith.

7. As regards the question of rates, they could not be mutually agreed upon as there has been difference of opinion between the contractors and the Executive Engineer as to what should be considered as the then prevailing market rates at the time the excess quantities were executed. The contractors have submitted their claims amounting to Rs. 36,572--4-0 as per the accompanying nine sheets on the basis of their rates for the work of Administrative Block of the Agricultural College quoted in July 1949 which rates they insist should be taken as the market rates prevailing at the time they carried out the excess quantities in respect of the first stage buildings of the Agricultural College referred to in Para 4 ante. In support of this, the contractors argue that

(i) The rates in the tender for the Administrative Block were only 27 % over 1938-39 rates plus 100 % and they were considered reasonable by Government when they accepted the tender vide G.L.,P.W.D.No. 8315/36-W, dated 20-8-1948.

(ii) The lowest tender received in resporse to public invitation for the Botany Building of the Karnatak College Dharwar was 17 % higher than those of the Administrative block, although the former is in the town where all facilities are available.

In connection with the argument No.(ii) of the contractor, it is brought to notice that as reported in this office No. G-34/DD, dated the 13th November 1948, competitive quotations were subsequently obtained by negotiation and the rates of the lowest tenderer for the Botany Buildings were 21.43 % above the estimate (1938-39 plus 100 % increase) while those of Messrs. K.B.Chinchankar were 36.33 % above the estimate. The Executive Engineer, Dharwar Division reports that the tender of Messrs. K.B.Chinchankar & Co. at 27% over the estimated cost of the work of the Administrative Block of the Agricultural College was recommended for acceptance as being reasonable because of the three tender forms issued only one of Messrs. Chinchankar & Co. was received. He also adds that the acceptance of a tender on a particular date would mainly depend upon (1) urgency and necessity of work (2) Availability of contractors (3) Lack of adequate resources of men and machinery & (4) the circumstances then prevailing The above points were mainly taken into consideration and also .....

also it was considered that introducing a second agency at the same site of work was not desirable from the point of progress of the work. So I agree with the Executive Engineer that the rates accepted under such circumstances cannot be held as true market rates. Moreover the acceptance of any tender for a particular work is decided taking into consideration mainly the total cost as a whole and not the rates for individual items which may in some cases be high and in other cases low as that is how a contractor some times gambles in tendering for a work. Moreover the Executive Engineer states that there is a difference in the type of building, kind of construction and nature of treatment between the Administrative Block and the work in question as will be seen from the following :-

(i) The administrative Block has architectural features which are absent in the buildings in question;

(ii) The Administrative Block is a three storeyed structure whereas the buildings in question consist of 12 single storeyed structures and only four double storeyed structures;

(iii) The Administrative Block mainly required highly skilled labour whereas the buildings in question required only normal skilled labour locally available.

The Executive Engineer is, therefore, of the opinion that the schedule of rates of his Division for the period in question is the proper guide for deciding the claims of the contractor in question as he has pointed out the following disparity between the rates demanded by the contractors and market rates as worked out as per the schedule of rates of his Division for the period.

Item	Tendered rate	Market rate i.e Schedule rate	Rate now demanded by the contractor *
1)Excavation in soil & muru,	3--0-0	4-12-0	15--0-0
2) Plinth filling	4--0-0	3-12-0	9--0-0
3) Glazed ventilators	6--8-0	6--0-0	9--0-0
4) Cement plastering	25--0-0	27--0-0	30--0-0
5) Cement concrete 1:2:4 for beams etc.	2-8-0	2-6-0	3--8-0
6) Cement concrete 1:2:4 for floor	2--8-0	2--8-0	3--8-0
7) Valley gutters	6--0-0	7--5-0	8--0-0
8) Teak wood queen post trusses 26' span	250--0-0	250--0-0	325--0-0
9) Badami stone steps	4--8-0	4--8-0	6--0-0
10)Architectural pedements	3-12-0	3-12-0	5--0-0
11) Cement concrete 1:2:4 general	2-12-0	2--8-0	3--8-0
12) Rain water down take pipes	1--8-0	2--0-0	3-12-0
13) 1½" thick panelled doors 1st class	5--0-0	5--8-0	6-12-0
14) Cut teak wood	16--0-0	15-12-0	18--0-0
15) Teak wood cupboards 2½ X 4'	55-0-0	60--0-0	90--0-0
16) Eaves gutter	1-8-0	2--8-0	3--8-0
17) Teak wood shelving	3--0-0	2-11-0	4--0-0
18) Architectural plaster	2--8-0	2-5-0	5--0-0

Item	Tendered rate	Market rate i.e.Schedule rate	Rate now demanded by the Contractor
19) Indian type water closet	200--0-0	200--0-0	275--0-0
20) Panelled windows 2nd class	5--0-0	4-15-0	6-12-0
21) Glazed windows 2nd class	4-12-0	4-12-0	7--0-0
22) 1½" I.P.Stone flooring over 4½" C.C. 1:3:6	70-0-0	84--0-0	100--0-0
23) Queer Post trusses 25' span	250--0-0	243--0-0	325--0-0
24) R.C.C.1:2:4 for lintels &c		4--6-0	7--0-0
25) B.B.Superstructure		130--0-0 with table moulded bricks.	140--0-0

* However during personal discussion the contractors have stated that they were prepared to reduce the rates for S.No.1 & 2 to Rs.13/- and Rs.8/- respectively.

8. The Executive Engineer has also pointed out as below vast differences between the rates accepted by Messrs. Chircharkar & Co. contractors for such work as extra items on this same work during the same period and the rates now demanded by them on the basis of the rates for the Administrative Block.

Name of Sub Work	Name of item	Market rate worked out as per the present schedule of rate	Rate accepted by the contractors as extra item.	Rate demanded by the contractors for excess quantity over 20%
No. 7	R.C.C.1:2:4 for lintels &c.	4-6-0	4-4-0	7/- Per Cft.
No. 2	Glazed ventilators	6--0-0	6--8-0	9/- Per Sft.
No.1,2&3:	B.B.Superstructure.	130-0-0 with table moulded bricks	129-0-0 with ground moulded bricks	140/-" 100 Cft

It has, therefore, become a problem as to at what rates the claims should be settled as the contractors plead that the schedule of rates are not acceptable to them. They say that they have claimed extra rates over the tendered rates because of the facts mentioned in their note dated 5th May 1952 wherein they have mentioned that the rates increased during the period of the contract. As regards the high rate of Rs.13/- per 100 Cft. for excavation now claimed against Rs. 3/- per 100 Cft. in the contract, they have given the reason that excavation was ordered to be commenced in the midst of monsoon and the work being at the foot of the Yattingud hill, trenches for foundation excavated used to get filled up with rain water making the excavated stuff slushy and difficult to remove and that on account of this

they ....

they had to pay extra to the labourers who would not work in the rains, With regard to this the extra claim is not tenable in view of Note 3 below schedule B of the contract according to which the rates quoted hold good under all conditions, whether etc.

9. To show that the rates claimed by them for the extra quantities are fair and reasonable, the contractors in their letter No.DR-243 dated the 14th July 1952 - copy attached, have stated that the Executive Engineer, Dharwar Division had approached them to take up the work of the Botany Building of the Karnatak College, Dharwar, as the lowest rates received by open compe--tition for the building were 17 % higher than the Administrative Block. In support of this they have quoted Executive Engineer, Dharwar Division's letter No.A-31(a)/1 dated the 21st August 1948 (copy enclosed) However in the Botany Building contract as finally entered into after negotiation vide Para 7 above, the rates of similar items as detailed below are about the same as those in the schedule of rates and so it seems that the schedule of rates should be held to be the market rates then prevalent and the claim should be settled on that basis.

× P'7

P'9

Item	Rate demand--ded by M/s. K.B.Chircha--kar & Co.	Sche--dule rates.	Rate accept--ed in the contract of M/s.Hubli Construction Co.for Botany Building.
1) Excavation for foundation	15--0-0	4-12-0	5--0-0
2) Cement concrete 1:2:4 general	3--8-0	2--8-0	2--8-0
3) Filling in plinth with excavated stuff	9--0-0	3-12-0	5--0-0
4) Foundation C.C.1:4:8	130--0-0	109-8-0	100--0-0
5) Superstructure of B.B. II Sort in cement mortar 1:6	140--0-0	130-0-0 with table moulded bricks.	125--0-0
6) Cement concrete 1:2:4 for R.C.C.work	3-8-0	2-8-0	3--0-0
7) Cement plaster	30-0-0	27-0-0	27--0-0
8) Teak wood	18-0-0	15-12-0	18-0-0

10. In the circumstances orders are solicited as to how the claims of Messrs. K.B.Chircharkar should be settled i.e. whether for purposes of excess (i) each sub work should be taken separately or (ii) all sub works should be grouped together or (iii) whether grouping should be done as suggested by the contractors, and what rates should be adopted as market rates i.e. (a) those claimed by the contractors (b) or those worked out by the Executive Engineer on the basis of schedule of rates of the Division Analysis of rates worked out by the Executive Engineer accompany.

Two statements as detailed below showing the claims of the contractors are submitted herewith. Orders are solicited ....

solicited regarding the basis on which the claims should be settled.

Statement No. 2 showing the claims of the contractors grouping sub works 1 & 2 & 5 & 6 and treating sub works 3,4 & 7 separately (a) at the rates demanded by the contractor according to which the claim amounts to Rs. 34,107-11-0 and (b) at schedule of rates according to which the claim amounts to Rs. 4760-2-0.

Statement No. 3 showing the claims of the contractors putting all the seven sub works together (a) at the ∠demanded ∠rates by the contractors according to which the claim would come to Rs. 21,358--6-0 (b) at the schedule of rates according to which the claim amounts to Rs. 1,340-15-0.

D.A.:-

1 Copy of ~~letter~~ Note dt.5-5-52 from M/s.K.B.Chinchankar & Co.
2 Copy of letter No.DR-243 dt. 14-7-52 from M/s.K.B. Chinchankar & Co.
3 Copy of Ex.Engr.Dharwar Dn's No.A-31(a)/1 dt.21-8-48
4. Statements 1 to 3
5. Analysis of scheduledrates.
6. Nine sheets showing the original claims of the contractors

Superintending Engineer,
Southern Circle.

GDT/14-8.

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P. W. D.
File No. BED 1852
Serial No. 77862

54

K. B. CHINCHANKAR & CO., LTD.

ENGINEERS & CONTRACTORS.

TELE{GRAMS:- "DESIGN" PHONE:- 9/945

SHANTINIKETAN
POONA 4

Regd: Ack: Due

Ref. No.DR/334

29th October,1952.

The Chief Engineer,
(Roads & Buildings)
Public Works Department,
Bombay State,
BOMBAY,1

Sub:- Agricultural College, Dharwar:
Claim in connection with -

Dear Sir,

Slip Q
X file no
BED 1851 II 2.

Referance your No.BED 1851 W. of the 27th December,1951.

P 31
pntp

It is very much regretted, we have no communication from your end in the matter of our claim for Rs.39324-6-0, pending with you since 29-1-1951, vide ref. our Le.No.DR/169 and shall thank you to please expedite payment of the same at your earliest possible convenience.

Thanking you,

X Slip A
file no 8315/36/9883
pp 21-27
pntp

Yours faithfully,
for K. B. Chinchankar & Co.,Ltd.,

K B Chinchankar

MANAGING DIRECTOR

29/X

BED1852/102842

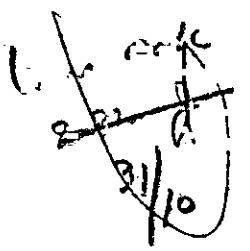
W.B. PWD

Ackd. Under No. BED1852W, dt

HDJ 1-11-52.

31/10/52

B.D.O. 31/10/52



Sub St. No. 1/11/52

Sub J 2/11

Please return.

FP 6/11

31/10

P. W. D. BED 1852

Postal No. 102842

31/10/52

Statement showing the various works carried out at the Agricultural College, Dharwar.

S. No.	Name of work.	No. of structures in the tender.	Cost of work	Work commenced in	Work completed in
1	Constructing buildings for the College of Agriculture at Dharwar (1st stage)	16	1254192	June 47	February 1950
2	Farm & Dairy Bldgs Part I at the College of Agricultural Dharwar.	9	110355	Jan.1949	September 1950
3	Farm & Dairy Bldgs.,Part II at the Agrl: College at Dharwar	17	328765	Jan.1949	Septr.1950.
4	Veternary Hospital at the Agrl College Dharwar.	8	173193	July 49	October 1950.
5	Constructing Farm & Dairy Bldgs. Part III at the college of Agril Dharwar.	1	15006	Jan.49	Aug.1950
6	Gas House and Chambers at the Agrl.College Dharwar.	3	16780	Feb.49	July 1949
7	Adm.Block of the Agril:College Dharwar.	1	600000	Oct.48	March 1952
8	Providing furniture to the laboratories of the Agrl: College,Dharwar		135438	June 48	November 1950
9	Temporary shed for the supervising staff and temporary store	2	12000	July 49	February 1950
10	Constg.Two silo pits at the Agrl.College,Dharwar	2	10000	Aug.1951	November 1951
11	-do- a well at the -do- -do-	1	37000	Jan.48	Oct 1950.
2	-do- approach road R.C.C.slab drain and hume pipe drain for the Agrl College Dharwar		46781	Feb.1950	November 1950.
	-do- a Botany Building at the Karnatak College,Dharwar		220916	April 49	Jan.1951

Sd/- S.K.Latnekar,
Deputy Engineer,(on leave

True copy

Sd/- V.V.Kale
Ex.Engr.,Dharwar Dn.

57

No.P-1.

Maratha Colony,
Dharwar Dt/6-10-1952.

To

The Executive Engineer,
Dharwar Division, Dharwar.

Subject:- Buildings for the Agricultural College Dharwar: Farm & Diary Buildings: Part I & II.
Refund of Security deposit for the --
...

Reference: Your Endt. No. G.34/DD dated 7-6-1952 forwarding copies of G.L., P.W.D.No: BED-1852-W dated 27-5-52 & S.E., S.C's No. G.34/DD dated 2-6-1952.

Para 2 of Government letter:-

Regarding the delay in recording measurements of the above work, I have to state as under:-

The defunct Special Building Construction Sub-Division specially created for the construction of the buildings of the Agricultural College, Dharwar, was closed & amalgamated to the Dharwar B & R Sub-Division on 10-11-1950 A.N.

The project for constructing buildings for the establishment of an Agricultural College, Dharwar consisted of numerous contracts in progress obtained for different sub-works of the project and measurements were to be recorded of intermediate works & paid for monthly as far as the different works progressed.

The amalgamation of the Special Building Construction Sub-Divn., at a stage when all these works had come to an advanced stage of construction coupled with additional works of Dharwar B & R Sub-Dn., contributed mostly to the delay in the voluminous work of recording final measurements of Farm & Dairy Buildings consisting of 26 structures.

I am enclosing herewith a statement showing the works in progress then, from which it would be evident that the delay in recording measurements in connection with the work under reference was mainly due to the stress and strain involved in inspecting & recording the final measurements of several works in progress along with those completed in 1950 with the attendance of the other routine of the Sub-Division. Infact I have done whatever was physically possible in attending to the execution of works, taking intermediate measurements, preparation of the bills & preparation of the various revised estimates due to numerous changes introduced in the original project during construction etc., & the delay may therefore kindly be condoned.

Sd/- S.K.Latnekar,
Deputy Engineer, (On leave).

D.A. - 1 Statement.

57

Office of the
Ex.Engineer, Dharwar Division
Dharwar:28 October 1952.

No.G-34/Dh/1,

To

The Superintending Engineer,
Southern Circle, Belgaum.

Subject: Buildings for the Agricultural College at Dharwar: Farm & Dairy Buildings Part I & II - Delay in taking measurements etc.

Reference: Correspondence resting with this office No.G-34/Dh dt. 20-8-1952.

In enclosing herewith, the copy of the explanation furnished by the Deputy Engineer, under his No P-1,dated 6-10-1952, it may be stated, that after amalgamation of the defunct S.B.C.Sub-Division, when all the thirteen major original works were in the final stage in Dharwar Roads and Buildings Sub Division which is, in fact, the heaviest Sub Division in the Division on account of its numerous buildings required to be maintained, in addition to a total length of about 100 miles A & B Class Roads, it was rather beyond the capacity of the Sub Divisional Officer to record the final measurements of all the completed works at one and the same time in addition to the routine work of B & R Sub-Division. And further on account of general retrenchment in November 1950 and in April 1951, only one Overseer was allowed to continue on this major scheme involving of about Rs.36,00,000/ This has also resulted in delay for recording final measurements and settling the contractor's numerous untenable claims and working out of details of materials accounts etc. Under the circumstances, delay caused in recording the final measurements, which were spread over 400 pages of large size Measurement Book, is not due to the negligence either on the part of the Sub-Divisional Officer or on the part of the Divisional Office; but due to strain caused on account of completion of the buildings and also due to amalgamation and retrenchment as stated above.

Para 3 of G.L.:-(i) Generally the contractors were very irregular in submitting materials accounts. However the Sub-Divisional Officer has submitted detailed account of materials issued and involved in the construction, with the final bills, after taking the aid of the representative of the contractors.

Para 3 of G.L.:(ii): Since works in question were completed in all respects on 30-9-1950, the question of granting further extension to the contractors did not arise and hence no extension was granted after 30-9-1950.

As Shri Latnekar Ex-Deputy Engineer, has recorded all the final measurements of the defunct S.B.C.Sub-Division, one by one and as all of them except Administrative Block have been paid the explanation of the S.D.O. is recommended for acceptance.

D.A.:- 1 Letter with
statement.

Sd/- V.V.Kale,
Executive Engineer, Dharwar Dn.

61

Letter.

From

The Superintending Engineer,
Southern Circle.

To

The Chief Engineer,
Public Works Department, BOMBAY 1.

No.G-34/DD.

Office of the
Supdg. Engineer, Southern Circle,
Belgaum: 13 November 1952.

SUBJECT: Buildings for the Agricultural College Dharwar. Farm & Dairy Buildings Part I & II.
Refund of security deposit for the---

REFERENCE: G.L.,P.W.D.No.BED-1852-W, dated the 27th May 1952.

2. Explanations of the Sub-Divisional Officer and the Executive Engineer for the delays in recording and paying the final bills are submitted herewith. In the circumstance explained, the explanations may kindly be accepted.

3. The amounts of security deposit have now become due for refund under the terms of the contracts and so the permission of Government to refund the amounts applied for is not now necessary. The Executive Engineer is being instructed to refund the deposit if not already done.

D.O.:-

Copy of E.E.D.Dn's
letter No.G-34/Dh/1,
Dt. 28-10-1952,with
accompts.

Superintending Engineer, S.C.

13/11

GDT.

W 15/11 3
P. W. D.
BED 1852
IE: 108947
15-1

63 B.ED 1852/108947

Letter

V Urgent
No. B.ED 1852 W.

P.W.D.,
B.C. (B'lore) No. 1),
20th March, 53

To
The S.E., S.C.

Subject :- College of Agre. at Dharwar:
Claims of M/s K.B. Chinchan
Kar & Co. in Connection
with the -

Refce :- Your letter No. G-34/DD, dt
1147-53
the 18-8-52.

2. You are requested to work out the amt. of claims of M/s K.B. Chinchankar & Co., Contractors in Con. with the College of Agre at Dharwar, on the lines suggested below & report it to Govt with your detailed remarks in the matter

(i)* The quantities shd. be grouped together according to the rates of the items being the same in the tender and according to the types of bldg (single-storied, double-storied), class of work (e.g. Servants' quarters shd. be considered separately a

* Vide Concluding portion of this note dt 23-9-52 on pp 15-18 WPS.

Compared —

compared to the main bldg).

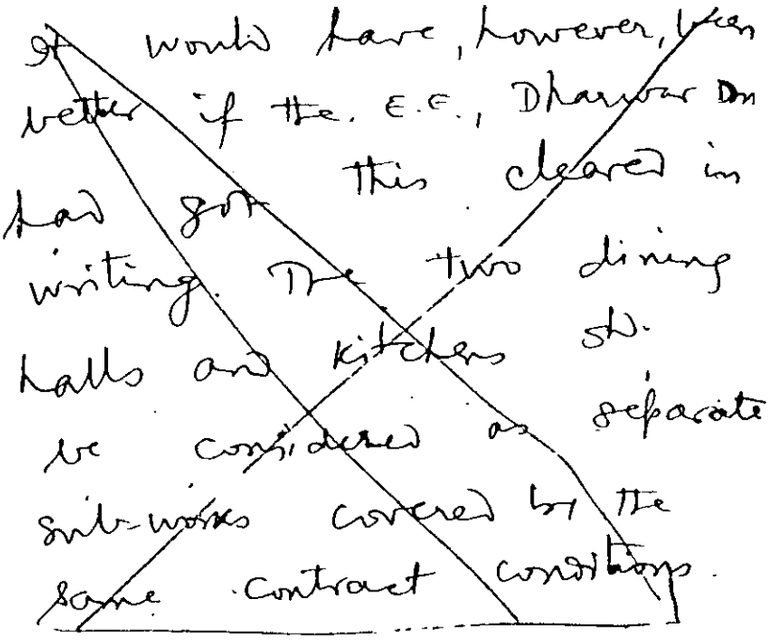
(ii) (X) The rates shd. be the market rates, i.e., Competitive tendered rates rcd. at the time the work of the Agrl. College at Dharwar was in execution. In case the Admve Block of the same College is the only work of this Competitive type, you are requested to arrive at the market rates to be paid after making allowance for the difference in actual requirements, architecture, more stories etc.

(X) vide Condoning portion of the rate of the 23rd cmpb 15-18 M/s

Δ (iii) Since the contractors carried out the work of the two addnl. dining halls & kitchens without specifying the rates they would charge, before the commencement of the work, it appears that they were agreeable to the rates in the contract for the similar work.

Δ vide para (iii) of the Ord dt 15-9-72 on pp 14 to 15 N/L

of—



it would have, however, been better if the E.E., Dharwar Dn had got this cleared in writing. The two dining halls and kitchen shd be considered as separate sub-works covered by the same contract conditions.

3. As the Contractors are pressing this Deptt. for early settlement of their claims, the matter shd please be treated as Very Urgent.

D-A-
Nil.

for C.E.(P.W.D(R&B))

Copy forwarded to the E.E., Dharwar Dn, for info.

14/3/75

Letter.

VERY URGENT.
No.RED 1852 W.

Public Works Department,
Bombay Castle (Bombay No.1),
20th March 1953.

To

The Superintending Engineer, Southern Circle.

Subject:- College of Agriculture at Dharwar:
Claims of Messrs. K.B.Chinchankar and Company,
in connection with the -

Reference : Your letter No.C-34/DD, dated the 18th August 1952.

2. You are requested to work out the amount of claims of Messrs.K.B. Chinchankar and Company, Contractors in connection with the College of Agriculture at Dharwar, on the lines suggested below and report it to Government with your detailed remarks in the matter.

(i) The quantities should be grouped together according to the rates of the items being the same in the tender and according to the types of buildings (single-storied, double-storied), class of work (e.g. Servants' quarters should be considered separately as compared to the main building).

(ii) The rates should be the market rates, i.e. Competitive tendered rates received at the time the work of the Agricultural College at Dharwar was in execution. In case the Administrative Block of the same College is the only work of this competitive type,you are requested to arrive at the market rates to be paid after marking allowance for the difference in actual requirements, architecture, more stories etc.

3. As the Contractors are pressing this Department for early settlement of their claims, the matter should please be treated as Very Urgent.

20-3-53

for Chief Engineer, Public Works Department,
(Roads and Buildings).

D.A. Nil.

Copy forwarded to the Executive Engineer, Dharwar Division, for information.

3
Vkm/20.3.53

D 24-3-53

#69

K. B. CHINCHANKAR & CO., LTD.

ENGINEERS & CONTRACTORS.

TELE{GRAMS:- "DESIGN" PHONE:- 9/945

SHANTINIKETAN POONA 4

Regd: Ack: Due

20th February, 1953.

Ref.No.DR/124

To
The Chief Engineer, (Roads and Buildings)
Public Works Department,
Bombay Castle,
Bombay No.1

Sub:-Agricultural College - Dharwar - Claim in connection with extra quantities executed for constructing -

Dear Sir,

Kindly refer to our Letter No.DR/334 of 29-10-52 and your acknowldgement No. BED. 1852 . W of 1-11-1952 and regret to find no reply so far, although it is now about more than two years that the matter has been pending with the Government.

2. We shall now thank you to please settle the same at your earliest possible convenience and oblige..

Yours faithfully,
for K. B. Chinchankar & Co.,Ltd.,

MANAGING DIRECTOR 20/2

BED 1852/22410

W.B.

P.W.D

Ackd. under no. BED 1852 W.B. dt. 27-2-53.

26/2/53

26/2/53.

27/2/53

26/2

28/2/53

25-4-53

1/4/53

BED 1852

10894

DE(Pl+) on 7/11

27/4/53

W 24/2

P. D.

BED 1852

22410

W

24-2-53

Express Letter

71

From: Bomworks, Bombay.

To: S.E. S.C

No. BED 1852/22410-W

P.W.D.
B.C.,
Bombay No. 1,
20th June '53.

Pl. refer to G.L. No. BED 1852-W, P.67 dt. 20th March 1953 regarding the claims of M/s K.B. Chinchankar & Co., in connection with the College of Agriculture, Dharwar, and ~~of~~ subsequent reminder ~~thereto~~ P.28/N.S. dt. The 22nd May 1953 and ~~please~~ furnish your ~~detailed~~ remarks in the matter at a very early date.

Supdt.
P.W.D.

Issued 19/6

S.P. 18/6/53

EXPRESS LETTER.

From : Bomworks, Bombay.

To : Superintending Engineer, Southern Circle.

No.BED 1852/22410 W.

Public Works Department,
Bombay Castle (Bombay No.1),
20th June 1953.

Please refer to Government Letter No.BED 1852 W, dated the 20th March 1953 regarding the claims of Messrs.K.B. Chinchankar and Company, in connection with the College of Agriculture, Dharwar, and subsequent reminder dated the 22nd May 1953 and furnish your remarks in the matter at a very early date.

20/6/53
Superintendent,
Public Works Department, Secretariat, Bombay.

SDK.20/6/53.

ISSUED 22-6-53

23/6/53

16 Cement concrete 1:2:4 in general																
Sub-work 1	708	3													708	850
" 2			688	2/12											688	826
" 3					468	2/8									468	56
" 4,5 & 6							71	2/8	96	2/8	42	2/8			209	25
" 7													805	2/4	805	96
17 Architectural moulding.																
Sub-work 3					228	2/8									228	274
18. Indian type water closet.																
Sub-works 1,2 & 3	4	200	4	200	16	200									24	29
" 5 and 6									1	200	1	200			2	2
19 1½" doors fully panelled 2nd class.																
Sub-work 3					2340	4/8									2340	2808
" 4							166	4/8							166	199
" 6											234	5			234	281
20 1½" windows glazed 2nd class.																
Sub-work 3					2540	4/12									2540	3048
4							352	4/12							352	422
Sub-work 1	19824	8													19824	23789
" 2			20061	7											20061	24073
" 3					12887	6									12887	15464
" 4							1087	6							1087	1304
" 7													11010	5	11010	13212
3 Filling in with C.C. 1:4:8																
Sub-works 1 &2	9965	83	10089	83											20054	24065
" 3					13096	80									13096	15715
" 4,5 & 6							2204	80	2202	80	1298	80			5704	6845
" 7													22020	78	22020	2642
4 Uncoursed rubble masonry in cement mortar																
Sub-works 1,2 & 3	21742	70	21989	70	13630	70									57361	68833
" 4,5 & 6							2070	70	1942	70	1148	70			5160	6192
" 7													16350	65	16350	1962
5 Filling in plinth with excavated materials.																
Sub-work 1	10969	5													10 969	1316
" 2			11187	4											11187	1342
" 4,5 & 6							1565	4	2689	4	859	4			5113	613
" 7													10695	4	10695	1283

2138 4375

642							642								
	1678						1678	852	3/8	3/8	2/8	3	2/12	-/4/-	213.00
		2056					2056	1494	"	"	"	3	2/8	-/8/-	747.00
			1160	323	183		1666	1415	"	"	"	3	2/8	-/8/-	707.50
						226	226	-							

-740

		536					536	262	5			3/12	2/8	1/4/-	327.50
4	4	24					32	3	275	300		275	200	75	225.00
				1	1		2								

6

		1950	(496.50)				1950								
			497				496	297	5/8			5/8	4/8	1	297.00
					293		293	12	5/8			"	5/0	0-8-0	6.00
		3713					3713	665	6/12			6/8	4/12	1/12	1163.75
			880				880	458	6/12			"	"	"	801.50
									Rs.	Rs					
30101							30101	6312	10	10	-	10	8	2	126.24
	2669						2669	-							
		2661					2661	-							
							-	-							
						4534	4534	-							
											Rs.				
9620	13728						23348	--	130	125	100115		83	32	989.76
		18808					18808	3093							
			5643				5643	-							
						7560	7560	-							
6828	10091	8331					24750								
			6908				6908	716	90	90	-	90	70	20	143.20
						4905	4905								
8084							6084	-							
	34641						34641	21217	9	10	5	7/8	4 3/8		742.59
			10644	1821	1329		13794	7658	"	"	"	"	4 3/8		268.03
						4673	4673	--							

P.T.O.

28498 14283 20293 5180 984 1219 2821 63074 140 140.125 - 7383 2821

1114 1114 1072 9 7 - 7 6/8 0-8-0 536-0

44503 46840 34477 3568 3548 1735 3962 125820 - 5303 - 3962 - 12572 12572 -

4032 3859 2265 168 102 10156 26 3/8 3/8 3/8 2/8 1 26.00 270 31 7 6 4/4 1/12 54.25

10463 6128 8234 10463 4215 3/8 3/8 3/8 2/32 12/ 3161.2 14362 455 3/8 3/8 3/8 2/8 1 455.00

162 162 192 48 73 46 324 19 8 8 6 2 38.00 192 48 22 7/8 7/8 5/8 2 44.00 119

16 16 6 325 300 250 50 300.00

107.75) 108 108 108 Cft. 120 46 24 215 97 6 6 4 5 4/8 4/8 48.50 Cft.108 - 190 88 6 6 4 5 " " 44.00

440 440 440 314 5 4/8 4 0-8-0 157.00 440 314 5 4/8 3/8 1 314.00

272 272 500 138 89 39 1044 - 266 - 287 - 287 -

6 Superstructure of B.B.in cement mortar.																
Sub-works 1,2&3	39336	130	39490	130	46326	130									125152	15018
" 4,5 & 6							3471	130	5150	130	2707	130			11328	1359
" 7													43220	120	43220	518
7 1½"thick glazed ventilators.																
Sub-work 1.	35	6/8													35	42
8 ½"thick cement plastering.																
Sub-works1,2&3	31828	25	31200	25	51534	25									114562	13747
" 4 and 5							3632	25	7349	25					10981	13177
" 6											3850	28			3850	4620
" 7													60705	22	60705	72846
9 Cement concrete 1:2:4 for R.C.C. beams & lintels																
Sub-works 1, 2 & 3	2953	2/8	3051	2/8	2438	2/8									8442	10130
5 and 6									136	4/4	63	4/4			199	239
10 Cement concrete 1:2:4 for R.C.C. slabs & floors.																
Sub-work 1.	5207	2/12													5207	6248
" 2 & 3			5207	2/8	6382	2/8									11589	13907
11 Providing valley gutters.																
Sub-works 1& 2	127	6	127	6											254	305
" 3					200	5/8									200	240
" 4							22	5/8							22	26
" 5 and 6									43	6	81	6			124	149
12 Teakwood queen posts trusses 26' span.																
Sub-work 1	8	250													8	10
13 Badami stone steps.																
Sub-works 1 & 2	49	4/8	49	4/8 Cft.											98 Sft.	118
" 3					166	7									166 Cft.	199
" 4, 5 & 6							32	4/8	35	4/8	18	4/8			85 Sft.	102
14 Architectural pediments.																
Sub-work 1.	105	4													105	126
" 2			105	3/8											105	126
15 Rainwater down-take pipe																
Sub-works1,&2 and3	224	1/8	224	1/8	520	1/8									968	1162
" 4, 5, & 6							88	1/8	60	1/8	80	1/8			228	274
" 7													300	1/8	300	360

27Teak wood shel-																
ving 12"x1".																
Sub-works4,5&6							30	3	66	3	12	3			108	130
" 7													240	2/8	240	288
28.G.I.sheets eaves																
gutters.6"																
Subworks 1&2	587	3	587	3											1174	1409
" 3					1060	2/8									1060	1272
" 4, 5& 6							170	3	61	3	103	3			334	401
" 7													1600	3	1600	1920
29 Excavation in																
hard murum & rock.																
Subworks 5 & 6									2000	6	1711	6			3711	4453
30.1½" doors. pan-																
elled Ist class																
Sub-works 1 &2.	358	5	426	5											784	941
" 5									367	5					367	440
31.Teak wood cup-																
boards 2'-6"x4'-0"																
Sub-works 3					144	67									144	173
" 5									4	55					4	5
" 6											3	65			3	4

GRM.18/6/53.

			132	70	42		244	114	4		4	6	1	114.00
						336	336	48	3/8		3/8	2/8	1	48.00
98	498						996	-						
		1016					1016	-						
			536	246	124		906	504	4		3/8	3	-/8/-	252.0
						1624	1624	-						
				2553	649		3202							
59	410						779	-						
				445			445	5	6/12	6	- 6	5	1	5.00
		160					160	-						
				7			7	2	90	-	- 80	55	25	50.00
					5		5	1	90	-	- 80	65	15	15.00

Grand total. 20310.94

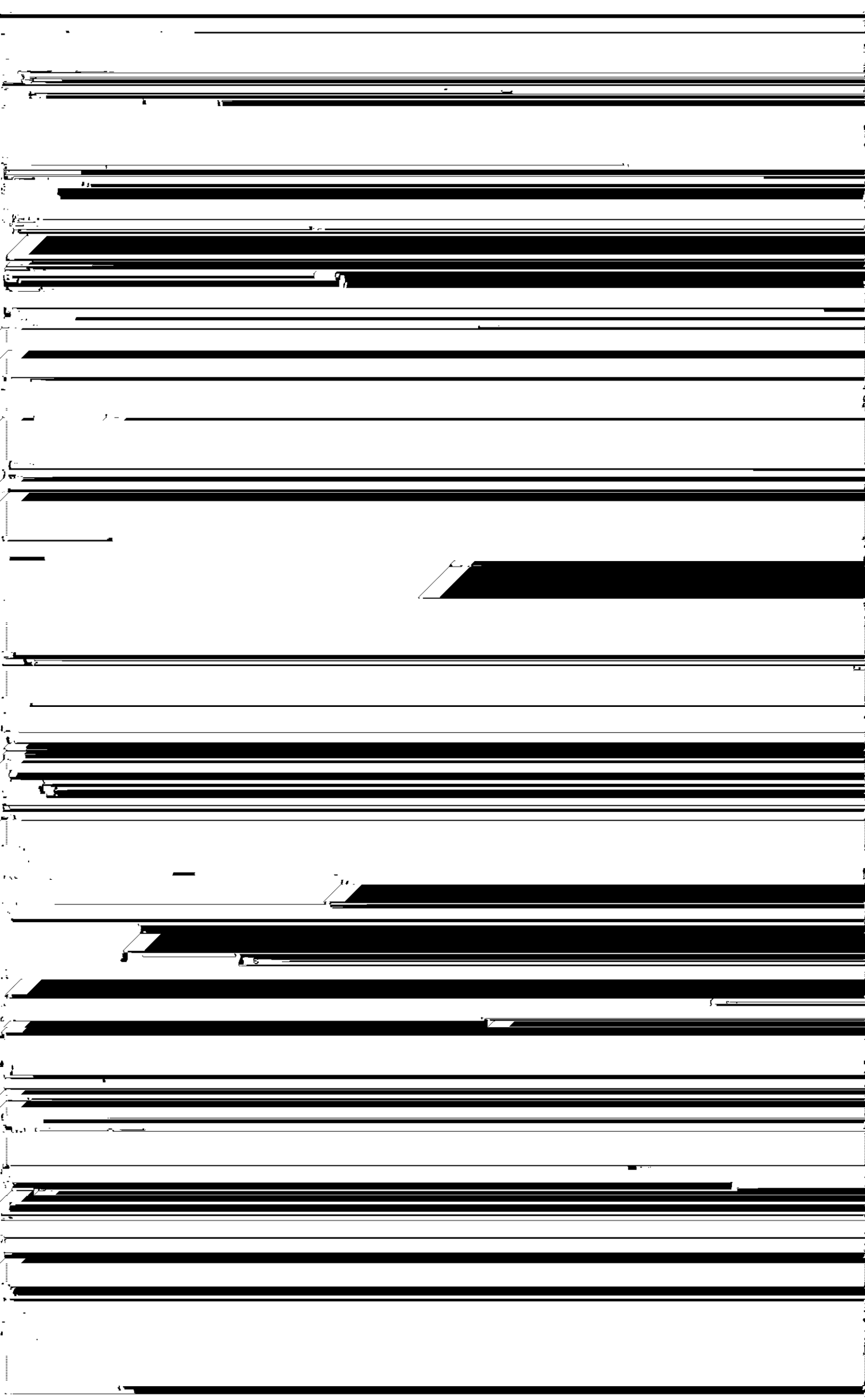
Superintending Engineer,

Statement showing details of claims of Messrs. K.B.Chinchank
College at Dharwar for executing certain q

S. No.	ITEM	Sub-work 1		Sub-work 2		Subwork 3		Sub-work 4		Sub-work 5		Sub-work 6		Sub-work 7		Total	Qua titi incl ing2 incr as p the term cont
		Quantity.	RATE	Quantity	RATE	Quantity	RATE	Quantity	RATE	Quantity	RATE	Quantity	RATE	Quantity	RATE		
1	2	3		4		5		6		7		8		9		10	11
1	Excavation in soil & Murum																
	Sub-works 1,2 and 3	19927	3	20178	3	25775	3									65880	7905
	Sub-works 4,5 and 6							4389	3	3582	3	1726	3			9697	1163
	Sub-work 7													44050	3	44050	5286
2	Excavation in shale.																
21	1½"windows fully panelled 2nd Class. Subwork4							60	5							60	72
22	Cut teak wood																
	Sub-work1&2&3	876	16	876	16	1162	16									2914	3497
	" 4, 5 & 6							186	16	153	16	123	16			462	554
	" 7													2014	16	2014	2417
23	1½"Indian Patent stone flooring																
	Sub-work 4							1668	70							1668	2002
	" 7													1130	65	1130	1356
24	Teak wood queen post trusses 25' span.																
	Sub-work 2			8	250											8	10
	" 4					4	250									4	5
25	Brass peg sets																
	Subwork 1,2&3	50	5	50	5	160	5									260	12
	" 4,5 & 6							8	5	10	5	5	5			23	28
	" 7													30	5	30	36
26	C.C.cupboards 3'x4' with plain planked shutters																
	Sub-work 4							8	60							8	10
	" 7													90	50	90	108

& Company, Ltd., in connection with the work of constructing Agricultural
ıtities in excess of 20% of those shown in the schedules of contract.

Quantities as actually executed							TOTAL	EXCESS	Rate demanded by the contractors.	Rates for Botany Building block	Rates approved by Supdg.Engr.	Rate already paid.	Difference in rate.	AMOUNT
Sub-work1 e t	Sub-work2	Sub-work3	Sub-work4	Sub-work5	Sub-work6	Sub-work7								
12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27
			**Rs.15 subsequently reduced to Rs.13											
9303	26224	38697					124224	45166 ~~45866~~	Rs. **	Rs. 15	Rs. 5	10	3	7	3161.62
			32936	2774	2866		38576	26940	"	"	"	10	3	7	1885.80
						~~29848~~ 29843	29843	-							
			180				180	108	6/12			6/8	5 1/8		162.00
776	757	746					2279	-							
			620	302	142		1064	510	18	- 18		18	16	2	1020.00
						1712	1712								
			3783				3783	1781	100			90	70	20	356.00
						3017	3017	1661	100			90	65	25	415.25
	13						13	3	325			300	250	50	150.00
			12				12	7	325			300	250	50	350.00
39	36	136					211	-							
			25	10	5		40	12	10	10 -		10	5	5	60.00
						84	84	48	10	10 -		10	5	5	240.00
			13				13	3	90			90	60	30	90.00
						56	56	-							



SD

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D. D.
BED 1852

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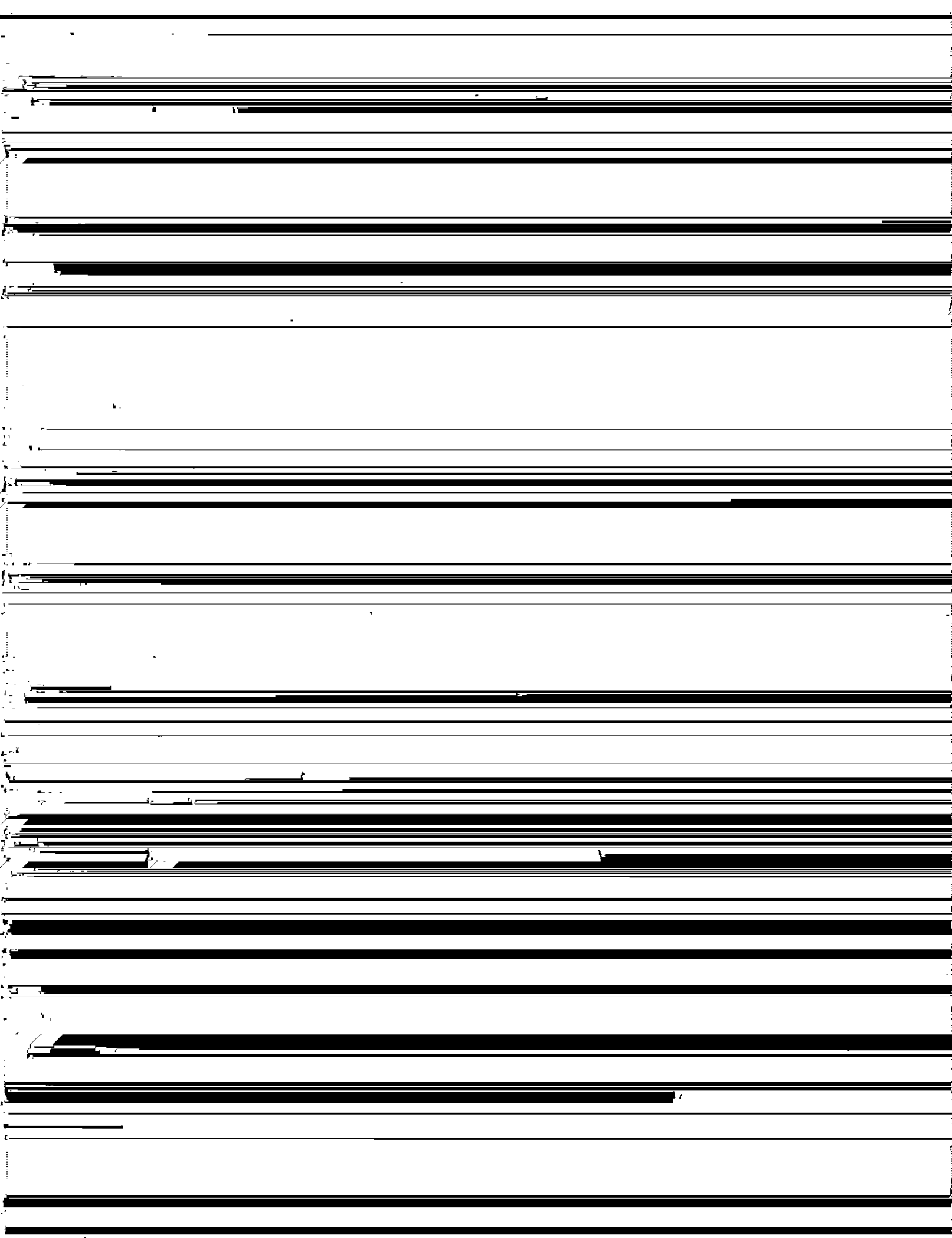
22-6-52



82

P.W.D
W

The pps on the subject are ~~still~~ under submission. The necy. action on the letter will be taken on receipt of the main pps.

BVR 22/8/53

A. ack.

LB 24/8/53

Chief Bel 24/8

WB

Retd. under No. BED 1853-W, dt. 26-8-1953

RBS 8/53

LB 25/8/53

Bed if true and Jeep accts are no pers are V 26/8

25/8

With D.F. (R) I 7/8/53.

FP

Supdt W 8/8

Sh Bel (R) Sheet 14/8

P. W. D.
File No BED 1852
93076

ISSUED 7.5

26/8

V. Urgent Letter P. W. D

No. BED 1852 W. 83 Bc. (B'bay No 1)

8th Sept. 1953

To

The S. E, S. C.

Sub:- College of Agri. at Dharwar:
Claim of M/s K.B. Chinchankar & Co. in Connection with the—

Ref: your letter No. G. 34/D.D./1, dated the 20th June 1953.

2. A Copy of the Contract entered into by the Contractor for the above work may please be furnished to Govt. at an early date for ~~examining~~ Scrutinising the claims of the Contractor M/s K.B. Chinchankar & Co.

DA 1 NIL

By order etc

Asstt. Secy. etc.

BB
7/9/53

Issue 8/9 with 100 & 24

Asst Ltr 1-10
9/9/53

P ISSUED
Date 9/9/53

85

BY REGISTERED POST
No.G-34 DD

Office of the
Superintending Engineer, S.C.
Belgaum. 21 SEP 1953

From

The Superintending Engineer, S.C.

To

The Chief Engineer,
Public Works Department Bombay.

Subject :- College of Agriculture at Dharwar - Claim of Messrs K.B.Chinchankar and Company in connection with the

Reference :- G.L.P.W.D.No.BED 1852-W dated the 8th September 1953. P.83

2. A copy of the contract documents is submitted herewith. It may please be returned when done with.

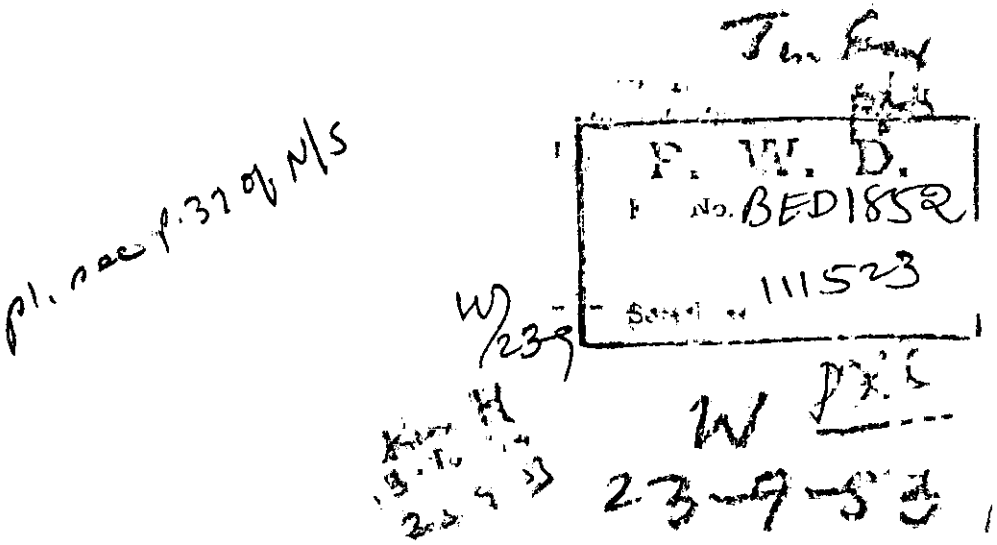
D.A.

Copy of the contract documents.

Superintending Engineer, S.C.

1819

K.I.D.18-9-53


F. W. D.
No. BED1852
111523
W
23-7-52

BED.1852/147569

Letter. 87

No. BED1852W. P.W.D.

B.C. (B'bay No. 1)

To

The S.E., S.C. 20th Jany. 1954.

Subject :- (As on p. 85 ante)

Refee. :- Correspondence resting with your letter No. G-34 DD, dt. 21-9-53. p. 85

2. I am directed to forward herewith pp. 41-47, 1 l. a copy of the R.L.A's. note dt. 17-12-53, on the claims of the contractors, M/s. K-B. Chinchankar & Co., in con. with the work of College of Engg. at Dhanoa, & to request you kindly to calculate & report the amt. that will be payable to the contractors in view of the opinion expressed by the R.L.A. in his above note, ~~wodi~~ at the earliest possible date.

By order etc.

A.S. to G. of B.

× D.A. Copy of the note ref. to 26.12.53

× Copy of pp. 41 47 of N/S to be typed.

ISSUED on Date 21/1/54

Ans. rec'd

+89

K. B. CHINCHANKAR & CO., LTD.

ENGINEERS & CONTRACTORS.

TELE{GRAMS:- "DESIGN" PHONE:- 9/945

SHANTINIKETAN POONA 4

18th November, 1953.

Ref.No.DR/627.

N.K.Dravid, Esquire,
I.C.S.,
Secretray to the Govt.,
Public Works Department,
Bombay Castle, BOMBAY-1

Sub:-Pending claim of Rs.39324-6-0., towards extra quantities of work done above 20% for the work of Agricultural College, Dharwar - First Stage Buildings.

Dear Sir,

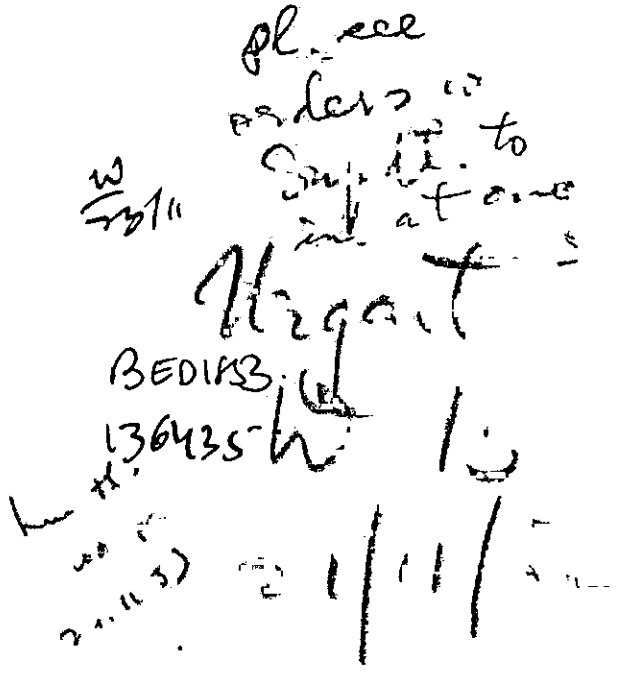
Referance Govt.No.BED-1853.W of the 26th August, 1953.

2. In this connection, we refer to the interview our Mr.Chinchankar had with your kindselves in your Office at Bombay on the 8th October, 1953, and shall thank you to please expediate the matter.

Yours faithfully,

(K.B.Chinchankar) 18/11

MANAGING DIRECTOR.



5.91 BE D1853/136435

No. BE D1853 (w) P.W.D.

B.S. (B'bay No. 1)
26th Nov. 1953.

To

M/s. K.B. Chinchankar & Co. Ltd.,
Shantiniketan, Poona 4.

Subject:- Agricultural College, Dharwar —
Claims in con. with —

Sirs

P.1

With reference to your letter No. DR/627 addressed to Shri N.K. Drabid, S.E.S., dt. 18-11-53, I am directed to inform you that the matter is still under the consideration of Govt

Yours faithfully,
for S.O. to G. of B.

D.A. Nil.

26/11/53

25-11-53.

26/11

26/11/53

Immediate

Letter ~~No~~ 93 BED·1852/111523
P·W·D.
B·C·(Bldg I)
10th Dec'53.

No·BED·1852/111523-W

To

The A·S· to E·of B·
L·D·

Sub: Agrl College, Dharwar — claims in connection with.

~~This Deptt~~ File bearing No·BED·1852/111523

on the above-mentioned subject, which was referred U·O· to the R·L·A· since 9-10-53, has not been received back in spite of U·O· reminder dt 30-11-53. I am ∴ directed to request you kindly to arrange to return the same immediately, as the contractor is pressing for the settlement of his claims.

ISSUED 10/12

D·A: Nil

By Order etc.
A·S·

BED1852

WBs.

P.W.D.

Resubmitted

2. The main file on the subject has since been recd. back from the R.L.A. & is being dealt with separately. No action is necy. on these ppr. which may be kept with main ppr

14-1-54.

Supdt.

+15 95

No. G-34/DD.

Office of the
Superintending Engineer, S.C.,
Belgaum: 31st January 1954.

From

The Superintending Engineer, Southern Circle.

To

The Chief Engineer, Public Works Department,
Bombay No.1.

Subject :- College of Agriculture at Dharwar.
Claims of Messrs. K.B.Chinchankar &
Co. in connection with the ...

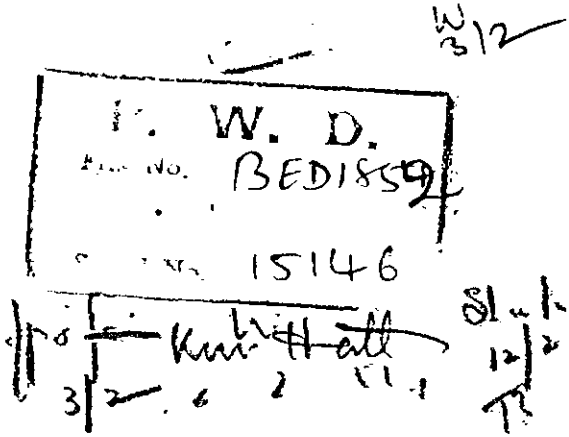
Reference :- G.L.(P.W.D.) No. BED 1852-W dated the
20th January 1954.

2. In his note the Remembrancer of Legal Affairs has stated that the question regarding the market rates to be allowed to the contractors being a question of fact should be decided by the administrative department itself. I may therefore kindly be informed what rates should be taken as market rates for calculating the claims of the contractors. In this connection a reference is requested to para 3 of this office No. G-34/DD/1 dated the 20th June 1953 wherein it has been shown as to what rates are proposed to be paid to the contractors as market rates. The copy of the contract documents submitted under this office letter No. G-34/DD dated the 21st September 1953 may kindly be returned for reference and resubmission.

D.A. - NIL.

MPK/31-1-54

Superintending Engineer, S.C.


W. D.
BED1859
15146

Speak 12/3
Supdt. to speak to-day, pl
W 12/3 12/3
P. W. D.
File No. BED - 1852
Serial No. 33240
Sl. Sq. quie ... 1 ... 17
16/3 V. Hurse ... 6-
W
12-3-52

3 99

K. B. CHINCHANKAR & CO., LTD.

ENGINEERS & CONTRACTORS.

TELE{GRAMS:- "DESIGN" PHONE:- 9/945

SHANTINIKETAN POONA 4

Ref.No.DR/ 122 — 10th March, 1954.

The Chief Engineer (Roads & Buildings),
Public Works Department, Bombay State,
Bombay Castle, BOMBAY-1

Sub:-Constructing buildings for the College of Agriculture - Dharwar- Pending Claim towards

Ref:-Your No.BED 1853.W of 26-11-1953

Dear Sir,

Please expediate payment of Rs.39324-6-0. due to us toward extra quantity of work done as per details furnished to you vide please our No.DR/169 of 29-1-51. We have submitted long before, all necessary details required in support of our claim and would be glad to furnish any more, if required. The matter is considerably over due for settlement and shall thank you to please decide it without any more delay.

Thanking you in anticipation,

Yours faithfully,

For K. B. Chinchankar & Co., Ltd.

K B Chinchankar

Managing Director

10/3/54

Copy forwarded with compliments to:

The Superintending Engineer,
Southern Circle,
Belgaum for favour of information, please.

W
1/13.

Pl. speak

P. W. D.
File No. BED 1852
Serial No. 34148.

S u R
16/3

W
1

5 101

BED·1854/33240, 34148

P·W·D

W/Rv

P·1-3

Submitted.

2 The main pps BED·1854/15-146 are under submission to U·S., C·E·(R&B) through D·E(R)I since 21-2-54. The return of those pps may be awaited.

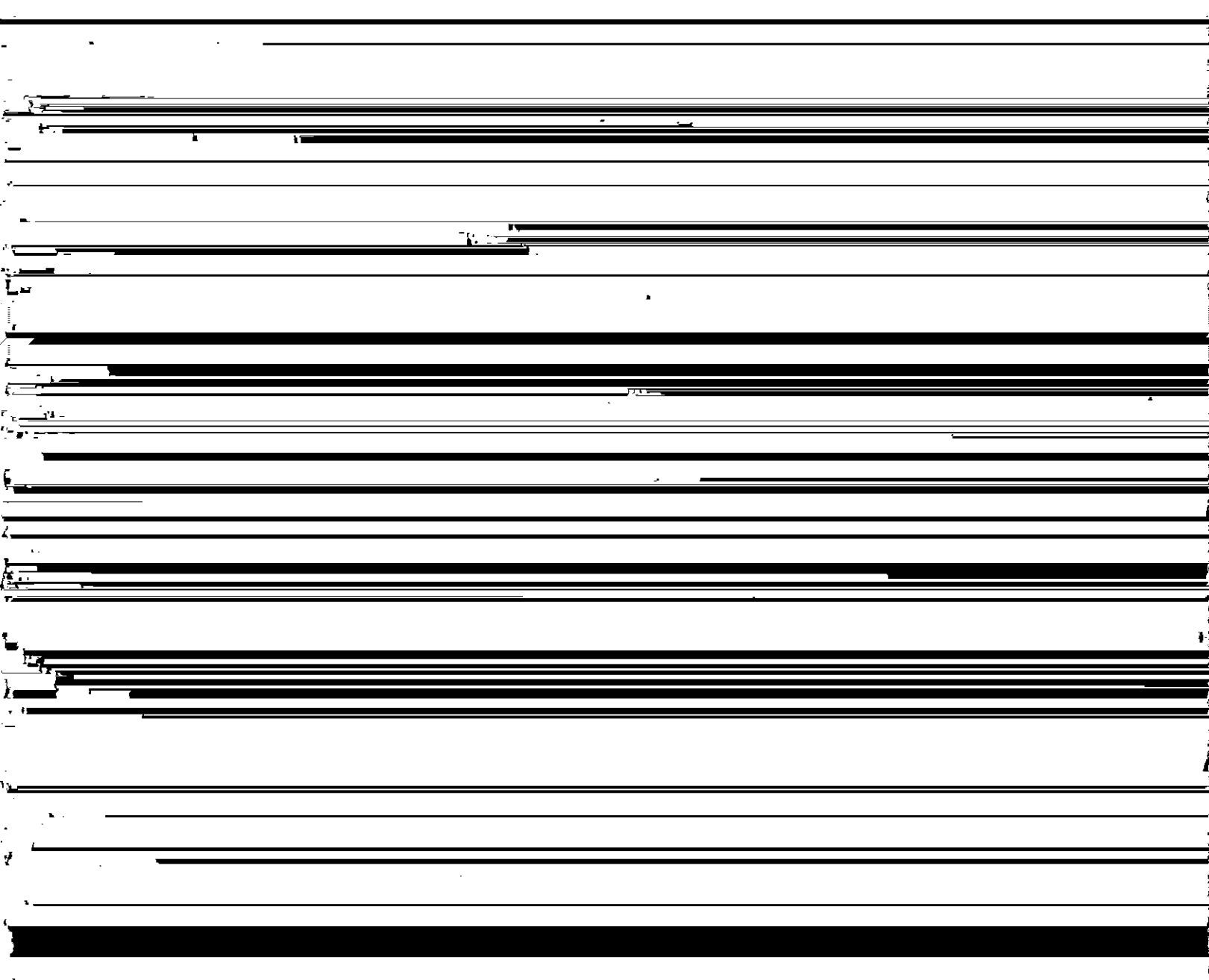
* with the Secy of present

BBR
18-3-54

Inspite of verbal instructions to the Supdt. of the Br., correct disposal on this case is not put up. The Supdt. will kindly explain why those instructions have not be complied with, at once

A-S·(III)

18/3/54



P.W.D.
B.C(B'G-41)
22 Mar'54

7103

No.BED.1852/33240-W

To

M/s K.B. Chinchanker,
Engineers & contractors,
Shantiniketan,
Poona 4.

Sub: Constructing Bldgs for the College of Agriculture, Dharwar - Pending claim towards.

Sir,

With ref. to your letter No.DR/122, p.3 dt. the 10-3-54, addressed to the C.E.(R&B), P.W.D; I am directed to state that the matter is still under consideration of Govt and a final reply in the matter will be forwarded to you as soon as the decision is arrived at.

Yours faithfully,
A.S.

D
24/3
Date

D.A: Nil

Bom
19-3-54

P.W.D.

B.C. (B'bay)

No. BED. 1852-W

Sub: College of Agriculture at Dharwar. Claims of Messrs K.B. Chinchankar & Co. in connection with the

Memo: The U.S.P.C. to the S.E., S.C. and w.r. to his letter No. E.34/DD dt. the 31-1-54 (p. 95), is directed to state that the rates proposed by him in his letter No. E.34/DD/1 dt. the 20-6-53 (p. 79) should be taken as market rates for calculating the claims of the contractors. The S.E. is now requested to work out and report the amount due to the contractors after taking into consideration the R.L.A.'s opinion reg. the grouping of the sub-works, at the earliest possible date.

2. The copy* of the contract documents submitted by the S.E. under his letter No. E.34/DD dt. 21-9-53 (p. 85) is returned herewith for reference & resubmission.

* kept below

D.A: copy of contract documents referred to

Bgm
30-3-54

By Order etc.
A.S.

Registered

ISSUED with DA
Date 8/4/54

Letter.

No.G-34/D.D.

Office of the
Superintending Engineer,S.C.,
Belgaum: 25 MAY 1954

From

The Superintending Engineer,
Southern Circle, Belgaum.

To

The Chief Engineer,
Public Works Department, Bombay No.1.

Subject:- College of Agriculture at Dharwar.
Claims of Messrs K.B.Chinchankar & Co.
in connection with the.....
.....

Reference: G.M. P.W.D. No. BED-1852-W dated the 7th April 1954.

2. I submit seven statements together with an abstract showing the details of amount due to Messrs K.B.Chinchankar and Company. Each Sub-work has been considered as a separate unit as per the Remembrancer of Legal Affairs opinion. The total amount of the claim comes to Rs. 25,217-12-0. The copy of the contract documents accompanies for reference and return.

D.A.:-

Seven statements with an abstract.

Copy of the contract documents.

Superintending Engineer,S.C.

PDG.23/5/54.

BED 1852/

No. BED 1852-W

P.W.D.

B.C. (B'bay No

To

18th Aug. 19

M/S. K.B. Chinchankar & Co Ltd
Shantiniketan, Poona 4

Subject :- Constn. of the College of
Agr. Dharwar - Claims in co
with.

Sirs,

With refce. to the correspondence
ending with G.L. No. BED 1852/33240-W, d
(P 103)
22-5-54, I am directed to inform you
that Govt. has accepted your claim in
con. with the above mentioned work, at
an amt. of Rs. 25,217-12-0. Necy. orders
for payment of the above amount are
being issued to the S.E., S.C Belgaum

Yours faithfully
A.S. to G. of B.

Copy forwarded to the S.E., S.C
with refce. to his letter No. G-34/D.D.
(P. 107)
25-5-54.

2. The S.E. is requested to make ne
arrangements for the payment of ~~Rs.~~
Rs. 25,217-12-0, to the contractors.

3. The expdre. should be debited ~~=~~ the hea
'81A Civil Works Not Charged to
should be
ricultur
700/-ma

BED 1852/104440

No. BED 1852-W

P.W.D.

B.C. (B'bay No. 1),
18th Aug. 1954.

To

M/S. K.B. Chinchankar & Co., Ltd
Shantiniketan, Poona 4

Subject :- Constn. of the College of Agr. Dharwar - Claims in con with.

Sirs,

With refce. to the correspondence ending with G.L. No. BED 1852/33240-W, dt. 22-5-54 (P 103), I am directed to inform you that Govt. has accepted your claim in con. with the above mentioned work, at an amt. of Rs. 25,217-12-0. Necy. orders for payment of the above amount are being issued to the S.E., S.C. Belgaum

D.A. Nil.

Yours faithfully
A.S. to G. of B

Copy forwarded to the S.E., S.C with refce. to his letter No. G-34/D.D., (P 107) dt 25-5-54.

2. The S.E. is requested to make necy arrangements for the payment of ~~Rs.~~ Rs. 25,217-12-0, to the contractors.

3. The expdre. should be debited to the head '81A Civil Works Not charged to Dev...' ~~Stores~~ Agriculture' as Rs. 700/- made

"Establishment of an Agriculture college at Dharwar 116
on account of land, buildings and Roads (Dharwar Dn)"

4. Seven statements in Central Account are returned herewith.
Copy forwarded to ~~the E.E., Dharwar~~

~~Dn. for information.~~

12.8.52

the F.D.
the A.G., B'bay (thro' F.D.)
the E.E., Dharwar Dn

for information.

12-8-52

K. B. CHINCHANKAR & CO., LTD.

ENGINEERS & CONTRACTORS.

TELE{GRAMS:- "DESIGN"
PHONE:- 9/945

SHANTINIKETAN
POONA 4

Rejd : Ack : due.

Ref.No.DR/421

23rd August, 1954.

To

The Assistant Secretary to the Government of Bombay,
Public Works Department,
Bombay Castle (Bombay No.1)

Subject:- Construction of the College of Agriculture, Dharwar,
Claims in connection with .....

Ref:- Your No.BED 1852 W. of 18-8-1954

Dear Sir,

WE gratefully acknowledge receipt of your above letter communicating that the Government has been pleased to accept our Claim in connection with the above mentioned work, at an amount of Rs.25217-12-0, as against that of Rs.39,324-6-0, claimed by us in detail under our letter No.DR/169 of 29-1-1951. WE would, therefore, request your kindselves to let us know how the figure of Rs.25,217-12-0, has been arrived at.

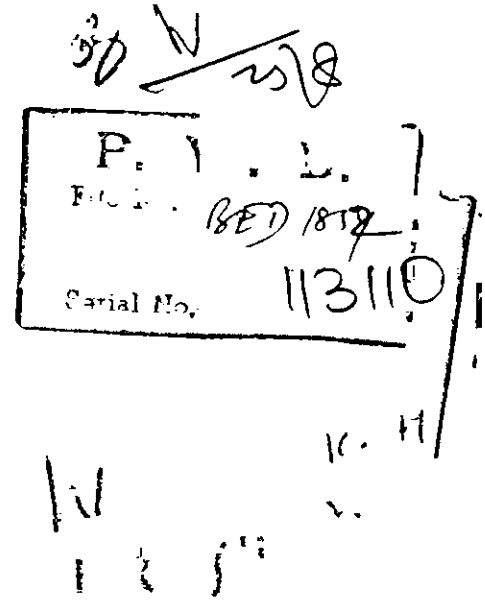
Soliciting favour of an early reply,

Yours faithfully,

for K. Chinchankar & Co., Ltd.

Managing Director

23/8/54


P. T. L.
Serial No. 113110

115

From

The Accountant General,
BOMBAY.

To

The Secretary to the Govt.
of Bombay, Public Works Deptt.
BOMBAY.

No. PW III/DWR/2135 Station 16 SEP 1954 Date.

Subject:- Construction of the College of Agriculture Dharwar--claims in connection with. P 111 C 5

Fold along this line

Ref:- Govt. of Bombay P.W.D. B.ED. 1852 W dt.18-8-54 addressed to Messrs. K.B.Chinchankar & Co.Ltd. Poona.

I am to invite a reference to the above mentioned Govt. letter and to request that copies of correspondence with the Superintending Engineer, Sourthern Circle, Belgaum leading to the issue of the above mentioned letter may please be forwarded to this office for information.

C Venkataramaya

Asstt. Accountant General.

kwk 15-9

O. I. G. S.

To

S. 185. (Large.)

FOLD HERE

P. W. D.

FOLD HERE

File No. BED 1854 W 1819

I No. 124343

117 BED1

NO. BED 1854 W.

BLC
18 —

To

M/s. K.B. Chinchankar & Co.
Engineers & Contractors,
Shantiniketan,
Poona 4.

Sub: Claims in connection with the construction of ~~Agriculture~~ the College of Agriculture, Dharwar.

Sir,

I am directed to refer to your letter no. DR/421, dt. the 23/8/54 (p 113 c/s) on the above subject and to request you kindly to approach the S.E., S.E., Belgaum, for the reqd. information.

DA. Nil.

Yours faithfully,

AE.

Copy, with a copy of letter (p 113 c/s) under refer., forwarded to the CE, S.E., for information.

7/10/54.

118

No. BED 1854 W.

P.W.D.
Bg, Bbay No. 1
18-10-54

To

The Ag, Bombay

Sub. Construction of the College of Agriculture, Dharwar – claims in connection with

Sir,

I am directed to refer to your letter no. PW III/DWR/135, dt. the 16-9-54, and to state that the details of the claims of the contractors were given in p.107 of the accompaniment, recd. with the SE, SE's letter No G.34/D.D, dt. the 25/5/54, addressed to the CE, P.W.D., and its accompaniments. As the statements and the contract documents have been returned to the SE, SE, under GE No. BED 1854 W, dt. the p.115 18/8/54, I am to request you kindly to approach the SE, SE, direct, for the details reqd by you.

Yours faithfully

As

DA. Nil.

Copy forwarded to the SE, SE, for information

25/10/54

No.BED 1854 W.

Public Works Department,
Bombay Castle (Bombay No.1),
18th October 1954.

From

Shri P.R.Vaz,M.A.,
Assistant Secretary to the Government of Bombay,
Public Works Department.

To

The Accountant General,Bombay.

Subject :- Construction of the College of Agriculture, Dharwar - Claims in connection with -.

Sir,

I am directed to refer to your letter,No.PW.III/DWR/2135, dated the 16th September 1954,and to state that the details of the claims of the contractors were given in the accompaniments received with the Superintending Engineer,Southern Circle's letter,No.G.34/D.D.,dated 25th May 1954,addressed to the Chief Engineer,Public Works Department. As the statements and the contract document have been returned to the Superintending Engineer,Southern Circle,under Government Endorsement,No.BED 1854 W,dated the 18th August 1954,I am to request you kindly to approach the Superintending Engineer, Southern Circle, direct,for the details ~~xxxxx~~ required by you.

Yours faithfully,

18-10-54.

Assistant Secretary to the Government of Bombay,Public Works Department.

VSK

ISSUED D.A.- Nil.

Copy forwarded to the Superintending Engineer,Southern Circle,for information.

\24

No.BED 1654 W.

Public Works Department,
Bombay Castle (Bombay No.1),
18th October 1954.

From

The Assistant Secretary to the Government of Bombay,
Public Works Department.

To

Messrs.K.B.Chinchankar and Company,Limited,
Engineers and Contractors,Shantiniketan,Poona 4.

Subject :- Claims in connection with the construction of the College of Agriculture, Dharwar.

Sir,

I am directed to refer to your letter,No.DR/421, dated the 23rd August 1954,on the above subject and to request you kindly to approach the Superintending Engineer Southern Circle, Belgaum,for the required information.

Yours faithfully,

18-10-54.

Assistant Secretary to the Government of Bombay, Public Works Department.

D.A.- Nil.

10
4.

Copy,with a copy of letter under reference,forwarded to the Superintending Engineer,Southern Circle,for information.

19/X/54